Exhibit A
SCOPE OF WORK

1. This Agreement is entered into by the California Victim Compensation Board (CalVCB), an agent of the State of California, and the County of San Francisco (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, subdivision (c)(3) in the categories listed below according to the Revolving Fund Procedures, Attachment I.

      i. Payment of verified funeral/burial expenses;
      ii. Payment of verified relocation expenses;
      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 (CLASS) Manager.

   b. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following county: San Francisco.

      Emergency expenses will be paid in additional counties as directed by the CLASS Manager or designee.

   c. For emergency awards, the Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the California Victim Compensation Board Policy and Procedure Manual (WikiManual), available to Contractor staff with access to the Compensation and Restitution System (Cares2), the CalVCB automated claims management system. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund in accordance to the process set out in the Revolving Fund Procedures, Attachment I and any other subsequent procedures required by CalVCB. The Contractor shall not implement additional stipulations against this Agreement which hinders the claimant from receiving funds when an immediate need for payment of an expense has been verified.

   d. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

      The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not collect restitution or serve as a restitution specialist.

      In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this Agreement will perform any other County functions.

Exhibit A
SCOPE OF WORK

e. The Contractor shall establish and enforce procedures to ensure 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 for qualified commodities paid under this Agreement.

   CalVCB and the Contractor shall comply with all applicable State and Federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that calendar year. The Contractor shall be responsible for issuing a Form 1099- MISC to each provider paid through the use of Revolving Funds, in accordance with Federal requirements no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer Identification Number and Certification (Form W-9) or a Payee Data Record (Std. 204) to CalVCB for all providers to be paid through the CalVCB claims management database.

f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the account.

g. The Contractor shall make a reasonable attempt to collect any overpayments made from its revolving fund according to the Revolving Fund Procedures, Attachment I.

h. The Contractor shall use all forms and processes required by CalVCB as stated in the Revolving Fund Procedures, Attachment I.

i. The Contractor shall only use information collected under this Agreement for the purpose of verifying and adjudicating claims.

j. The Contractor will use the Cares2, the CalVCB automated claims management system, to perform the work under this Agreement. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB statutes, regulations, guidelines, procedures and processes.

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. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.

Exhibit A
SCOPE OF WORK

l. Upon execution of this Agreement, the Contractor shall submit Contractor's Description of Revolving Fund Procedures, Attachment II, a written description of the procedures for operating the revolving fund. 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 revolving fund is operated, the timeframe for the issuance of any payment from the fund, the time frame for any payment to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. If any changes are made to the Contractor's Description of Revolving Fund Procedures, Attachment II, the Contractor shall notify CalVCB prior to the changes taking effect.

2. The term of this agreement shall be July 1, 2020 through June 30, 2023.

   The services shall be performed at:

County of	San Francisco
Office	District Attorney
Address	732 Brannan Street, 1st Flr San Francisco, CA 94103

3. 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. The CLASS Manager shall approve all requests for overtime in advance.

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

State Agency: California Victim Compensation Board	Contractor: County of San Francisco
Name: Dionne C. Bell-Rucker, County Liaison and Support Section	Name: Gena Castro Rodriguez Program Director
Phone: (916) 491-3512	Phone: (628) 652-4102
Fax: (916) 491-6435	Fax: (628) 652-4001
Email: Dionne.Bell-Rucker@victims.ca.gov	Email: gena.castrorodriguez@sfgov.org

Exhibit A
SCOPE OF WORK

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of San Francisco
Section/Unit: Business Services Branch	Section/Unit: District Attorney
Attention: Ernesto Martinez	Attention: Gena Castro Rodriguez
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 732 Brannan Street, 1st Flr San Francisco, CA 94103
Phone: (916) 491-3877	Phone: (628) 652-4102
Fax: (916) 491-6413	Fax: (628) 652-4001
Email: Ernesto.Martinez@victims.ca.gov	Email: gena.castrorodriguez@sfgov.org

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

   To establish a revolving fund account, CalVCB advanced the Contractor a total of $75,000.00, which consists of $75,000.00 in fiscal year 2001/2002, as authorized by Government Code section 6504 to pay qualifying claims identified in Exhibit A.

2. BUDGET CONTINGENCY CLAUSE

   It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

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

3. REPORTING REVOLVING FUND USE

   a. In order to perform an accurate reconciliation of the revolving fund, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

      Required documentation shall be submitted to the CLASS designee and CalVCB Accounting Manager, by the tenth (10th) day of each month.

   b. Required documentation shall include:

      1. Revolving Fund Disbursement Log

         i. The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.

      2. Bank Statements or General Ledger report

         i. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.

         ii. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.

         iii. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding warrant from the State Controller's Office (SCO).

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

3. Summary of any discrepancies e.g. voided transactions, errors in posting, overpayments etc.

c. According to the process set out in the Revolving Fund Procedures, Attachment I, the Contractor shall submit a report within (30) days after the end of the fiscal year that details all transactions in the revolving fund, including but not limited to the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.), total amount paid by service type, and percentage disbursed based on service type.

Exhibit C
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the contract by reference to Internet site:
https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

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

a. Participate in a criminal investigation or prosecution.

b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to: providing services that could be compensated under the CalVCB program.

c. Use information obtained while doing work under this Agreement for personal gain or the advantage of another person.

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

e. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.

f. Represent himself or herself as a CalVCB employee.

g. Take any action with regard to a CalVCB claim or restitution matter with the intent to obtain private gain or advantage.

h. Involve him or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.

i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner.

In accordance with all applicable laws, all contracted staff are required to comply with the State's efforts to maintain a drug free working environment. CalVCB has a vital interest in maintaining safe, healthy, and efficient working conditions. Contracted staff's ability to perform duties safely and effectively can be impaired by use of illegal drugs, alcohol, legally prescribed medications or a combined use of these substances. Substance abuse poses serious safety and health risks not only to contracted staff, but to fellow workers and others with whom the contracted staff has contact.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned

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SPECIAL TERMS AND CONDITIONS

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 Agreement. Any questions should be directed to CalVCB's Legal Office at (916) 491-3605.

2. PROGRAM EVALUATION AND MONITORING

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

3. RETURN OF REVOLVING FUNDS

The CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

4. CONFIDENTIALITY OF RECORDS

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personal identifiable information shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB in accordance to the CalVCB Information Security Policy, Attachment III.

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

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Information Systems Security and Confidentiality Acknowledgment, Attachment IV, to:

California Victim Compensation Board
Attn: Ernesto Martinez,
Business Services Branch

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400 "R" Street, Suite 400
Sacramento, CA 95811

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

The Contractor shall annually submit to CalVCB the Information Systems Security and Confidentiality Acknowledgment, Attachment IV, signed by each staff member performing services under this Agreement, whose salary or a portion thereof is paid through this Agreement, or who supervises staff members performing services under this Agreement. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff and annually each year by mail, email or fax. Access to the CalVCB claims management system will be granted upon receipt of the signed confidentiality statement.

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

5. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for CalVCB records must be personally served to CalVCB located 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 CalVCB Legal Office at 916-491-3605 for further assistance.

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

6. COMPLIANCE WITH CALVCB POLICIES

The Contractor shall ensure that all staff assigned to work related to this contract review and comply with the requirement of CalVCB policies, including CalVCB's Fraud Policy, Attachment V, Information Systems Security and Confidentiality Acknowledgement, Attachment IV, and Privacy Policy, Attachment VI. CLASS will provide copies of the policies to the Contractor annually to be signed and returned to CLASS within 30 days of receipt.

Exhibit D
SPECIAL TERMS AND CONDITIONS

7. RETENTION OF RECORDS

   a. Application Records
   The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System (Cares2), the CalVCB automated claims management system for one year from the date the document is received. After one year, the Contractor shall contact CLASS to make arrangements for the documents to be destroyed consistent with the Imaged Document and Confidential Destruct Policy, Attachment VII.

   b. Administration and Fiscal Records
   The Contractor shall retain any other records relating to the operation of this Agreement, 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.

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

8. SECURITY AND PRIVACY COMPLIANCE

The Contracted staff assigned to perform services for CalVCB must adhere to the following provisions.

Staff shall not:

a. Attempt to access the Cares2 application from any location other than their assigned work location, this includes restrictions on working remotely unless written authorization is obtained from the CLASS Manager.
b. Share individual login ID and password with anyone else.
c. Allow their computer to remember a password to the Cares2 application.
d. Walk away from their computer without locking the screen.
e. Leave documents with personal identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
f. Disclose any PII information to unauthorized users.
g. 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

Exhibit D
SPECIAL TERMS AND CONDITIONS

send email containing PII information.

h. Visit untrusted websites or open any attachments or links from untrusted email.

i. Uninstall or disable anti-virus software and automatic updates.

j. Install any unauthorized or unlicensed software.

k. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.

Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's information Security Office, the CLASS Manager and the Contractor's CLASS liaison.

9. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CalVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the Agreement up to the date of termination. Invoicing of the abovementioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

10. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this Agreement. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws