File No	180591	Committee l Board Item I	tem No No	. 4
С	OMMITTEE/BOAR AGENDA PACKE			SORS
Committee: _	Budget & Finance Commi	<u>ttee</u>	Date_	June 15, 2018
Board of Sup	ervisors Meeting		Date _	June 15, 2018 July 24, 2018
	Motion Resolution Ordinance Legislative Digest Budget and Legislative A Youth Commission Report Introduction Form Department/Agency Cov MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Command Letter Application Public Correspondence	ort er Letter and mission	rt	
OTHER	(Use back side if addition	onal space is	neede	(k
Completed l	oy: Linda Wong oy: Linda Wong	Date		ne 8, 2018

Crime Victims - \$2,164,0141

Resolution retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$2,164,014 from the California Victim Compensation Board for a project entitled "Joint Powers Agreement" for the period July 1, 2018, to

[Accept and Expend Grant - California Victim Compensation Board - Compensation for

June 30, 2021.

WHEREAS, The City and County of San Francisco, Office of the District Attorney desires to enter into an agreement with the California Victim Compensation Board in accordance with Government Code, Section 13838 for the purpose of assisting victims and witnesses with compensation claims; and

WHEREAS, Funds received hereunder shall not be used to supplant local funds that would, in the absence of California Victim Compensation Board Programs, be made available to support the assistance of victims and witnesses of crime; and

WHEREAS, All positions supported by these funds shall be coded "G" in the District Attorney's budget; and

WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance (ASO); and

WHEREAS, The grant budget does not include provision for indirect costs; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Office of the District Attorney to retroactively accept and expend, on behalf of the City and County of San Francisco, a grant from the California Victim Compensation Board to continue the Joint Powers Agreement in the amount of \$2,164,014 to assist victims of crime.

			^
1	Recommended:	Approved:	1000 OA
2		fer	Mark Farrell
3			Mayor
4	A		
5	Eugene elendinen		,
6	Chief Administrative & Financial Officer		
7	for George Gascón	Approved:	Joulyn of
8	District Attorney	*	V Ben Rosenfield
9		. · · · · · · · · · · · · · · · · · · ·	Controller
10			
11			
12			
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20			

	u mber : ovided by	180591 Clerk of Board of Supervisors)	
•		Grant Resolution In (Effective Jul	
	se: Acco d grant f		solutions authorizing a Department to accept and
The fo	llowing	describes the grant referred to in the accom	panying resolution:
1.	Grant 7	Title: Compensation for Crime Victims	1
2.	Depart	ment: Office of the District Attorney	
3.	Contac	et Person: Lorna Garrido	Telephone: (415) 553-9258
4.	Grant /	Approval Status (check one):	
	[X] Ap	proved by funding agency	[] Not yet approved
5.	Amour	nt of Grant Funding Approved or Applied for	\$2,164,014
6.	a. b.	Matching Funds Required: \$0 Source(s) of matching funds (if applicable)	: n/a
7.	a. b.	Grant Source Agency: California Victim C Grant Pass-Through Agency (if applicable)	
		sed Grant Project Summary: To enter, verif ses of victims of crime.	y, and adjudicate claims for the unreimbursed
9.		Project Schedule, as allowed in approval do art-Date: July 1, 2018 End-I	ocuments, or as proposed: Date: June 30, 2021
10	a. b. c. d.	Amount budgeted for contractual services: Will contractual services be put out to bid? If so, will contract services help to further the Enterprise (LBE) requirements? n/a Is this likely to be a one-time or ongoing re	n/a ne goals of the Department's Local Business
4.4	а	Does the hudget include indirect costs?	

[**X**] No

If yes, how much? n/a

How was the amount calculated? n/a

If no, why are indirect costs not included?

[]Yes

[] Other (please explain):

[] Not allowed by granting agency

2.

1.

b.

b.

If no indirect costs are included, what would have been the indirect costs?

[X] To maximize use of grant funds on direct services

12. Any other significant grant requirements or comments: None

**Disability Access Checkli Forms to the Mayor's Offic	• •	d a copy of all completed Grant Information
13. This Grant is intended fo	activities at (check all that apply	y);
[X] Existing Site(s) [] Rehabilitated Site(s) [] New Site(s)	[]Existing Structure(s) []Rehabilitated Structure(s) []New Structure(s)	[X] Existing Program(s) or Service(s)[] New Program(s) or Service(s)
concluded that the project as other Federal, State and loca	proposed will be in compliance	on Disability have reviewed the proposal and with the Americans with Disabilities Act and all ations and will allow the full inclusion of persons ted to:
1. Having staff trained in h	ow to provide reasonable modifi	cations in policies, practices and procedures;
2. Having auxiliary aids ar	nd services available in a timely r	manner in order to ensure communication access;
	approved by the DPW Access Co	en to the public are architecturally accessible and ompliance Officer or the Mayor's Office on
If such access would be tech	nnically infeasible, this is describ	ed in the comments section below:
Comments:		
Departmental ADA Coordina Jessica Geiger (Name)	ator or Mayor's Office of Disability	y Reviewer:
Facilities Manager		(Title)
Date Reviewed: 4/3	0/14	(Signature Required)
		V
Department Head or Desig	nee Approval of Grant Inform	ation Form:
Eugene Clendinen		
(Name)		
Chief Administrative & Fina	ancial Officer	
(Title)	Parlie	
Date Reviewed: 7	10410	(Signature Required)
•		

BU	IDG	ET	WO	RK	SH	EET

(Rev. 2/15)

EXHIBIT B-1 Page 1

Name of County		San Francisco				FY 20	018-2019
Contract Number		VC-8056					
•	,						
PERSONNEL SERVICES Salaries and Wages				•			
Salanes and wages	CalVCP	<u>-</u>			Time (hrs		
Employee Name	Position	County Position/Class	#FTE >	X Pay Rate	X per year)	Contrac	t Amount
Maria Miguel, Step 4	S	8135 Asst Chief VW Investigator	1.0	\$ 52.59	656	\$	34,502.
Maria Miguel, Step 4		8135 Asst Chief VW Investigator	1.0	\$ 55.22	1,424	\$	78,635
Maria Miguel - bilingual				\$ 40.00	26	\$	1,040
Monica Wheaton-Howell, Step 5	Ŀ	8131 VW Investigator II	1.0	\$ 42.67	2,080	\$	88,749
Rommel Castelo, Step 5	*	8129 VW Investigator I	1.0	\$ 38.90	1,200	\$	46,675
Rommel Castelo, Step 5		8129 VW Investigator I	0.65	\$ 38.90	880	\$	22,249
Dee Dee Tyson, Step 5	CA	8129 VW Investigator I	1.0	\$ 38.90	2,080	\$	80,902
Dee Dee Tyson - longevity				\$ 24.00	26	\$	624
Michael Sly, Step 3	CA	8129 VW Investigator I	1.0	\$ 35.28	912	\$	32,173
Michael Sly, Step 4		8129 VW Investigator I	1.0	\$ 37.04	1,168	\$	43,264
Ferdinand Laxamana, Step 3	CA	8129 VW Investigator I	1.0	\$ 35.28	912	\$	32,173
Ferdinand Laxamana, Step 4		8129 VW Investigator I	1.0	\$ 37.04	1,168	\$	43,264
		·			• · · · · · · · · · · · · · · · · · · ·		
					of	,	
Total Salaries and Wages						\$	504,250
· ·		•				And the second	
Fringe Benefits	•						
	CalVCP	·					
Employee Name	Position	Position/Class	#FTE	X Annual Salary	/ X Percentage		ct Amount
Maria Miguel	<u>s</u>	8135 Asst Chief VW Investigator	1.0	\$ 114,176	45.99%	\$	52,510
Monica Wheaton-Howell	L	8131 VW Investigator II	1.0	\$ 88,749		\$. 24,841
Rommel Castelo .	CA	8129 VW Investigator I	1.0	\$ 68,923		\$.	33,309
Dee Dee Tyson	CA [·]	8129 VW Investigator I	1.0	\$ 81,526		\$	32,847
Michael Sly	CA	8129 VW Investigator I	1.0	\$ 75,437		\$	32,415
Ferdinand Laxamana	CA	8129 VW Investigator I	1.0	\$ 75,437	54.57%	\$	41,166
		·					
•							
		•			-		
						,	
					-		
Total Fringe Benefits					-		217,088
					-	\$	217,088

CONTINUE ON NEXT PAGE

JDGET WORKSHEET (Rev.	2/15)	EXHIBIT B-1
Name of County	San Francisco	Page 2 FY 2018-2019
Contract Number	VC-8056	
OPERATING EXPENSES	·	Contract Amount
	Rent (\$16,139/year/FTE)	
•	Utilities	
	Insurance	
	Equipment rental	•
	Equipment repair	
	Office supplies	
	Telephone	
	Postage	
	Expendable equipment (non-capitalized assets)	
	Overhead (10% of salary)	
	Training	
	Data Processing	
	Other	
	Travel - Meetings, conferences	
	Travel - Training	
TOTAL OPERATING EXPENS	SES	<u> </u>
		Andrew Commence of the Commenc
TOTAL AMOUNT OF CONTR	ACT FOR THIS YEAR	\$ 721,338
lease indicate if county sta	ff are paid bi-weekly or monthly:bi-weekly	•
Door your county direct on	non-VCGCB funding toward the services provided under this contract?	
Does your county unect any	X Yes No	
If was placed list any addition	nal funds provided for operation of this verification unit.	
Please describe the source of		
	Source of funding	Amount
Personnel Services	General Fund (2.2 FTE 8129 Claims Specialists)	\$ 266,033
Operating Expenses	General Fund (Balance of Rent & Overhead)	\$ 147,259
Other		
	Total	\$ 413,292
County Budget Officer Conf	act Information:	
Name:	Eugene Clendinen, Chief Administrative & Financial Officer	-
Phone Number:	415-553-1895	<u></u>
Email Address:	eugene.clendinen@sfgov.org	_

STATE OF CALIFORNIA STANDARD AGREEMENT

7.		 				
	AGREEMENT NOMBER.	,		. : -		7
,	VC-8056					
	REGISTRATION NUMBER		;	.::	4	•

STD 213 (Rev 06/03)			AGREEMENT NUMBER	
entra entra en la comparta de la comparta del comparta del comparta de la comparta del comparta del la compa			VC-8056	
	- A. [編字][[]]		REGISTRATION NUMBER	3 明祖 1814年
1. This Agreement is entered	Into between the State	Agency and the Con	tractor hamed below:	
STATE AGENCYS NAME CALIFORNIA VICTIM CO	OMPENSATION BOA	RD		
COUNTY OF SAN FRAI	ICISCO DISTRICT A	TTORNEY'S OFFI	CE	
2 The term of this Agreement is:	JULY 1, 2018	through JUN	VE 30, 2021	To the first the state of the s
8. The maximum amount of this Agreement is:	\$2,164,014.00 Two million, one filind	red sixty-four thousar	id. foùrteen dollars	
The parties agree to comp made a part of the Agreen		onditions of the follow	ng exhibits which are t	y this reference
Exhibit A.—Soope of Work Exhibit B.—Budget Defail and I Exhibit B1.—Budget Page (Exhibit C1.—Beneral Terms at Exhibit D.—Special Terms and	nd Gondillons (GTC 04/2017)			3 Pages 3 Pages 1 Page 1 Page 9 Pages
Attachment I — CalVCB Inform Attachment II — CalVCB Gonfit Attachment III — CalVCB Fraud Attachment IV:— Training Requestion of the Attachment IV:— CalVCB Acknowld VII — Password Poly Attachment VII — County Purch	entiality Statement and Certi I Policy (Memo 17-004) lest Form Wedgement of Policies loy (Memo 17-012) lase Request Form and Instr	ncation/		16 Pages 4 Pages 3 Pages 2 Pages 1 Page 6 Pages 3 Pages
Attachment VIII – CalVCB Cor Attachment IX. – CalVCB Asse Attachment XI – Information S Attachment XI – Acceptable U Attachment XII – Privacy Polic	fidehtlication Form stems Seconty and Confider se of Technology Resources y (Memo 17-010)	(Memo 17-005)		1 Page 2 Pages 2 Pages 5 Pages 4 Pages
Items shown with an Asterisk (*)	, are nereby incorporated	by reterence and made	part of this agreement as	ir attached riereto:

These documents can be viewed at http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

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

A LINE OF A LITTIES AND THE WASSESSIED LIES DEFINE OF A LITTIES OF THE PARTY OF THE	The second section of the second section of the second section
CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (if giner than an individual, state whether a corporation partnership, etc.).	Services use diny
COUNTY OF SAN FRANCISCO DISTRICT ATTORNEY'S OFFICE	
BY (Authorized Signature) DATE SIGNED (Incl. type) 4/9/18	
PRINTED NAME AND TULE DIFFERSON SIGNING Eugene Clendinen, Chief Administrative & Financial Officer	
ADDRESS: San Francisco Office of the District Attorney 850 Bitrant Street, Room 322, San Francisco, CA 94103	
STATE OF CALIFORNIA	
AGENCYNAME CALIFORNIA VICTIM COMPENSATION BOARD	
BV (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING. Julia Nauman, Chief Executive Officer	☐ Exempt per-
ADDRESS. 400 R.STREET, SUITE 500, SACRAMENTO, CA. 95811.	

EXHIBIT A SCOPE OF WORK

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

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

EXHIBIT A SCOPE OF WORK

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

4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
County of	San Francisco
Office	Office of the District Attorney
Address	850 Bryant Street, Room 322
City, State, Zip	San Francisco, CA 94103

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

State Agency:	California Victim Compensation Contractor: Board	omey
Name:	Dignine C. Bell-Rucker, Name: Sein Carro Redigner, 1980, Der Charat Volume	ervîceş

County of San Francisco VC-8056

EXHIBIT A SCOPE OF WORK

County Liaison and Support Section	
Market	mistro i particolo de la companya d
- Managa	201. 1917. The control of
Phone: (916) 491-3512' Phone: 4	15-734-3359
Fax: (916) 491-6435 Fax: 415-3	
Tax. (910) 491-0450	103*1034:

Direct all inquiries to:

State California Victim Compensation Agency: Board	Contractor: San Francisco Office of the District Allorney
Section/Unit: Business Services Branch	Section/Unit: Victim Services
Attention: Ryan Metzer, Contract Analyst	Attention: Gene Castro Rodriguez: Chief of Victim Services
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 250 Biyani Sunet, Room 322 San Francisco: CA 94103
Phone: (916) 491-3877	Phone: 415-734-3359
Fax: (916) 491-6413	Fax: 415-553-1034

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EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

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

California Victim Compensation Board Attn: Accounting P. O. Box 1348 Sacramento, CA 95812-1848

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

2. BUDGET CONTINGENCY CLAUSE

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

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

The Contractor shall be paid by CalVCB from the Restitution Fund: Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims.

County of San Francisco VC-8056

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

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

3. PROMPT PAYMENT CLAUSE

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

4. COST LIMITATION

The total amount of this agreement shall not exceed \$721,338.00 for fiscal year 2018/2019; \$721,338.00 for fiscal year 2019/2020, and \$721,338.00 for fiscal year 2020/2021. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CalVCB. The funding of this contract may be changed by written amendment to the contract, upon approval of CalVCB.

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

5. REDUCTION OF CONTRACT AMOUNT

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

County of San Francisco VC-8056

EXHIBIT C GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx.

I. PERSONNEL SERVICES AND WORKLOAD

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

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

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

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

2. INCOMPATIBLE ACTIVITIES

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

- 1. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to:

 providing services that could be compensated under CalVCB.
- Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- du Disclose any confidential information to anyone, including, but not limited to, victim advocates, community-based organizations, law enforcement, prosecutors and others, except as required by law or authorized by the CalVCB. Confidential

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

- Provide or use the names of persons or records of CalVCB for a mailing list, which
 has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- Take any action with regard to a victim compensation claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
 - i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

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

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by these provisions. If an assigned staff person is unwilling or unable to abide by these provisions, the staff person shall no longer be assigned to perform the services required by the contract and that person's salary will not be paid by CalVCB.

3. PERFORMANCE ASSESSMENT.

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

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

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

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

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

6. MOVING

- 6. CalVCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- 7. The Contractor shall obtain written authorization from CalVCB to relocate computer terminals far in advance as possible before any planned move. The request should be emailed to the CLASS Manager or designee for approval.
- 8. 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.
- 9. The Contractor's Information Technology Department must notify CalVCB's Information Technology Section and CLASS of any change of a public internet protocol (IP) address within one business day.
- 10. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. CalVCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

a. Written request and approval prior to purchase

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

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

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

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual section 4819.2) including input and output devices with software as well as monthly maintenance fees and installation, as deemed necessary by CalVCB, shall be provided and/or reimbursed by CalVCB. Specifically, if CalVCB purchases equipment, then CalVCB will configure, install,

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

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

If computer software is purchased under this contract, vendors shall certify that it has appropriate systems and controls in place to ensure that State funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights.

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

CalVCB requires the Contractor to purchase 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 Processo 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 the CLASS Manager or designee.

8. OPERATING EXPENSES

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

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

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

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

10. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, relimbursed or paid for under this contract shall remain the property of CalVCB and shall bear identification tags supplied by CalVCB. The Contractor shall prepare an equipment inventory listing using the County Inventory Form (Attachment VIII) in July of each year for the term of this contract. The completed forms shall be submitted by e-mail to their assigned CLASS analyst. Inventory listings not submitted by end of July each year shall result in a delay in payment of submitted invoices.

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

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

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

11. CONFIDENTIALITY OF RECORDS

- All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to CalVCB Information Security Policy Memo 17-008, Attachment I to this contract). This shall apply regardless of whether or not the services for such staff persons are paid for by CalVCB.
- b. CálVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in on 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, Deputy Executive Officer.

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

c. The Contractor shall ensure that all staff are informed of and comply with the requirements of these provisions and any direction given by CalVCB. The Confractor shall complete and submit with their signed centract a Confidentiality Statement.

signed by each employee performing work under this contract (Attachment II to this contract)

- d. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and alterney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.
- e. The Contractor shall annually submit to CalVCB the confidentiality statements (see Attachment II) signed by each staff member performing services under this contract, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this confract. 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 should submit via mail, email or fax confidentiality statement database will be granted upon receipt of the signed confidentiality statements.

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

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

12 SUBPOENAS

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

In cases where documents are being subpoensed, 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 subpoens, including the use of overnight express mail:

13. RETENTION OF RECORDS

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

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

14 SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

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

16 REGULATIONS AND GUIDELINES

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

17. COMPLIANCE WITH CALVOB POLICY

The Contractor shall ensure that all staff assigned work related to this contract, review and comply with the requirements of CalVCB policies, including the CalVCB Fraud Policy (Attachment III), CalVCB Information Systems Security and Confidentiality Policy (Attachment X), Password Policy (Attachment VI), the CalVCB Privacy Policy (Attachment XII) and the Acceptable use of Technology Resources (Attachment XI)

CLASS will provide copies of the policies to the Contractor on July 1, along with an Acknowledgement of Policies Form (Attachment V), which must be signed by each county employee under this contract and returned to CLASS within 30 days of receipt.

18 SECURITY AND PRIVACY COMPLIANCE

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

- Aftempt to access the Cares2 application from any location other than their assigned work location. Remote access is only permitted with prior written approval from the CalVCB Deputy Executive Officer of the Victim Compensation Division.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl+Alt+Delete)
- e. Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines; or in cubicles, offices or conference rooms.
- f. Visit untrusted websites or open any attachments or links from untrusted email.
- q. Uninstall or disable anti-virus software and automatic updates.
- h. Install any unauthorized or unlicensed software.

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- L. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- 1. 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.
- 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.



CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. It also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB information Security Policy. Memo number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

LMW agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties:
- Never access, inspect, use, disclose, or modify information, including my own, for curlosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information in approved locations and dispose of confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Copiesel.
- Log off of computer access to CalVCB 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 ilmited 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.

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- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB 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 CalVCB 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 CalVCB.
- Wever disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seg.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office: Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I. Me acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB information Security Policy, Wiemo Number 17-008. If I have any questions, I will contact CalVCB's Legal. Office or Information Security Officer.

I W acknowledge that the unauthorized access; inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code section 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:

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- 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;

expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.

VCB-BSB-15 (Rev. 3/17)

Page 3 of



Certification

I have read, understand, and agree to abide by the provisions of the confidentiality statement and the CalVCB Information Security Policy, Memo number 17-008

Lalso understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB 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,

Name (Print)

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CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy. Memonumber 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I; Lagree to protect confidential information in the following ways:

- . Access, inspect, use, disclose, or modify information only to perform job duties:
- Never access, inspect, use, disclose, or modify information, including my own, for correstty, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CallVCB 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 CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB 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 of 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.

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- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 - The request for information is from an applicant or the applicant's authorized representative regarding his or her own application.
 - 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 CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, CAP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOI to any Individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract:
- Inform the CalVCB Public Information Officer Immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. sed.).
- Inform a server of a subpoend that the subpoend shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn. Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoend received by the Board.
- Notify the CalVCB information Security Officer immediately if a suspected security incident involving the data occurs.

acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB information. Security Policy, Memo Number 17-008. If I have any questions; I will contact CalVCB's Legal. Office or information Security Officer.

Is acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following:

Government Code sections: 1470 et sed; 5254:17, and 19990(c), Civil Code section 1798 et sed, 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:

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- 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.

expressly consent to the monitoring of my access to computer based confidential information by CalVCB or an individual designated by CalVCB.

VCB-BSB-15 (Rev. 3/17)



Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB information Security Policy, Memoriumber 17-008

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. If further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB 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

Date:

Name (Print)

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CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB information Security Policy. Memonium ber 17:008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

I. Dr. agree to protect confidential information in the following ways:

- 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-CalVCB business felated reason.
- Never aftempt to access use, disclose, or modify information, including my own, for any non-CalVCB 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 CalVCB without prior
 authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB 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.

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- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 - 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
 - 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 CalVCB 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 CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seg.).
- Inform a server of a subpoena that the subpoena shall be personally served on CalVCB at 400 R Street. 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the CalVCB Information Security Officer Immediately if a suspected security.
 Incident involving the data occurs.

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I. It acknowledge that the unauthorized access, inspection, use, or disclosure of 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:

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- 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.

expressly consent to the monitoring of my access to computer based confidential information by CalVCB or an individual designated by CalVCB.

VCB-85B-15 (Rev. 3/17)

Page 3 of 4



Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 17-008

Laiso understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB 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

Name (Print)

4-4-1

Date

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CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB information Security Policy, Memo number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section:

 $1, \underline{M5}$ agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, of modify information, including my own, for curlosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB 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 CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
 - · Log off of computer access to CalVCB 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.

VCB-BSB-15 (Rev. 3/17)



- Never disclose any information related to a victim compensation application, including whether an individual has filed a CalVCB application, unless it is under the following circumstances:
 - 1. The request for information is from an applicant of the applicant's authorized representative regarding his or her own application.
 - 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 Counsell.
- Never rélease a copy of a law enforcement report to any individual; including a CalVCB applicant. (aw enforcement reports include, but are not limited to; réports by police, CHP, sheriff departments, DOI, 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 CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et, seg.).
- Inform a server of a suppoend that the subpoend shall be personally served on CalVCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the CalVCB Legal Office at 916-491-3605 regarding any subpoend received by the Board.
- Notify the CalVCB information Security Officer immediately if a suspected security.
 Incident involving the data occurs.

I, MS acknowledge that as a state employee or individual performing work pursuant to a contract with CalVCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the CalVCB information Security Policy, Memo Number 17-008. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I; MS acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Gode sections 1470 et seq. 6254.17, and 1990(c), Civil Code section 1798 et seq., and Penal Code section 502. Hurther 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:

VCB-BSB-15 (Rev. 3/17)



- 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, \underline{MS} expressly consent to the monitoring of my access to computer based confidential information by CalVCB or an individual designated by CalVCB.

VCB-BSB-15 (Rev. 3/17)

Page 3 of 4



Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB information Security Policy, Memonumber 17-008

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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

Date

Name (Print)



CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB information Security Policy, Memo number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

As agree to protect confidential information in the following ways:

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curlosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-calVCB 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 CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB 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, on 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.

VCB-BSB-15 (Rev. 3/17)



- Never disclose any information related to a victim compensation application, including.
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- Never release a copy of a law enforcement report to any individual, including a CalVCB 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 CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
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VCB-85B-15 (Rev. 3/17



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- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, Ty expressly consent to the monitoring of my access to computer-based confidential information by GalVCB or an individual designated by CalVCB.

VCB-BSB-15 (Rev. 3/17)

Page 3 of 4



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Signature

Date

HEROMANO CAMMANY

Name (Print)

VCB-BSB-15 (Rev. 3/17)

Pape 4 of 4



CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

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- 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.

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WCB-BSB-15 (Rev. 3/17)



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- Never disclose a Felon Status Verification Request completed by DOI to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
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VCB-BSB-15 (Rev. 3/17)



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- Civil lawsuit.
- Termination of confract.

Information by CalVCB or an individual designated by CalVCB.

VcB-BSB-15 (Rev. 3/17)

Page 3 of 4



Certification

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Signature

Chanty Barranco

VCB-BSB-15 (Rev; 3/17)



CalVCB Confidentiality Statement.

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State Employees and Contractors

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VCB-BSB-15 (Rev. 3/17)



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VCB-BSB-15 (Rev. 3/17)



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I. Properties to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.

VCB-BSB-15 (Rev. 3/17)



Certification-

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Signature

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lame (Print)

ACR-828-12 (86A: 3/1/)

Page 4 of 4

1. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect distributes or fraudulent activity. I should immediately notify my IP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of GalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

3. Privacy Policy (Attachment XII)

I have read, understand, and agree to ablde by the provisions of CalVCB's Privacy Policy (Memo 17-010)

4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

5. Incompatible Work Activities

I have read, understand, and agree to ablde by the provisions of the Exhibit D; Section 2, Incompatible. Work Activities, I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract

Maria Memal	4/4/18
County Employee's Signature	Date
Typed or Printed Name	Classification Title
Manager/Supervisor Signature	8/29 And Chief//w Investiga;
Jackie Ortiz	Deputy Chief
Type or Printed Name SF	Classification Title VC + \$056
County	Contract Number

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I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity. I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

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Privacy Policy (Attachment XII)

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Password Policy (Attachment XIII)

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County Employee's Signature

Typed or Printed Name

Manager/Supervisor Signature

Type or Printed Name

Date

Classification Title

Classification Title

Contract Number

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4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of Call/CB's Password Policy (Memo 17 012)

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and -	4/4/18
County Employee's Signature Michael 5 13	Date 6129- Wictim/Witness Investigator I
Typed or Printed Name:	Classification Title
Manager/Supervisor Signature Malla Miguel	Date: 4/4/18
Type or Printed Name Maria Mignel	Classification Title 8135 Act Chief Vw Investigation
county San Fancis	Contract Number 16 = 8056

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		4/4/18	
County Employee's Signature	en ele Electric	Date	
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Typed of Printed Name		Classification Title	
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Manager/Supervisor Signature		Date	
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Type or Printed Name		Classification Title	المراجع
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CIWIN DUIMIN DELIVER	
County Employee's Signature	Date
chonia Barrin (1)	8129 VIGIN MITTER INVEST
Typed or Printed Name	Classification Title
Managen/Supervisor, Signature	Date
Maria Meguel	414118
77	

Type or Printed Name

Classification Title

Marin Miguel

County

Contract Number

1. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to ablde by the provisions of the CalVCB's Fraud Policy. Lunderstand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity. I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity; the employee should contact the OAI section directly.

In referring the matter, the JP or CRC employee must complete an <u>Investigation Referral Form</u> and forward it to the QAI.

Latso understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that fallure on my part to comply with these regulrements may result in punitive and/or disciplinary action up to; and including, termination of the contract.

2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of GalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

3. Privacy Policy (Attachment XII)

have read, understand, and agree to ablide by the provisions of CalVCB's Privacy Policy (Memo 17-910)

4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

S. Incompatible Work Activities

County

I have read, understand, and agree to ablde by the provisions of the Exhibit D. Section 2, incompatible. Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent; incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to ablde by the provisions, I shall no longer be assigned to perform the services required by the contract

County Employee's Signature

HOW O THE INT

Typed or Printed Name

Manager/Supervisor Signature

Manager/Supervisor Signature

Type or Printed Name

Date COMS Specialist

Classification Title

8135 And Conf fully receiving

Classification Title

VC - 8056

Contract Number



Information Systems Security and Confidentiality Acknowledgement

I have read and understand the CalVCB Information Systems Security and Confidentiality requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the Acceptable Use of CalVCB Technology Resources Policy, Information Security Policy, or contact my manager/supervisor to seek further cladification. I understand that fallure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination:

I understand that I must:

- Read and understand the CalVCB information Security Policy.
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- Ensure that my personal use of the internet is minimal and incidental use shall not
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- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology.
 Whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals...
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB;
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

VCB-ITD-08 (Rev. 1/17)



- Not attempt to circumvent data protection schemes and report to the information Security Officer immediately any newly identified security vulnerabilities or loopholes.
- Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data:
- Use only CalVCB approved hardware and software and never download from the internet or upload from home.
- Not use CalVCB electronic systems to send, receive, or store material that violates
 existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or
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- Not illegally use or copy CalVCB software.
- Use care to secure physical information system equipment from unauthorized access,
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- Access only system areas, functions, or files that I am authorized to use.
- Not share individual account passwords.

Lunderstand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

MM19 USE Name (Print)

User Name (Print)

Division or Unit

User Signature

Date

Phone Number

Manager/Supervisor

Date

Phone Number

Phone Number

Phone Number

Filing Instructions

Staff/Contractor: Once completed, forward the form with original signature to your supervisor/manager.

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's.
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VCB-170-08 (Rev. 1/17)



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VCB-ITD-08 (Rev. 1/17)



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User Name (Print)

User Signature

Date

Date

Date

Date

Phone Number

Phone Number

Date

Phone Number

Manager/Supervisor Signature

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VCB-ITD-08 (Rev. 1/17)



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VCB-ITD-08 (Rev. 1/17)



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VCB-ITD-08 (Rev. 1/17)



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VCB-ITD-08 (Rev. 1/17)



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Manager/Supervisor	Date	Phor	ie Number
- Signature			······································

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VCB-TTD-08 (Rev. 1/17)



Information Systems Security and Confidentiality

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VCB-ITD-08 (Rev. 1/17)



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VCB-ITD-08 (Rev. 1/17)



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User Signature	Date		Phone Number
Marie Marie	e 4/4	118	415-551-953
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Signature			

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VCB-ITD-08 (Rev. 1/17



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VCB-ITD-08 (Rev. 1/17)

Page 1 of 2



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User Name (Print)	Division or L	Jnit .		
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User Signatüre	Date:		Phone Number	
Maria Miguel	- 41	9/18	45-59	953
Manager/Supervisor	Date.		Phone Number	
Signature			\$	

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VCB-ITD-08 [Rev. 1/17]

age 2 of 2

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIEY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed) Federal ID Number
San Francisco Office of the District Attorney 94-6000417
By (Authorized Signature)
Printed Name and Title of Person Signing Eugene Clendinen, Chief Administrative & Financial Officer
Date Executed 1 Executed in the County of San Francisco

CONTRACTOR CERTIFICATION CLAUSES

- 1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
- 2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace:
- 3) any available counseling, rehabilitation and employee assistance programs, and
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will;
- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement of termination of the Agreement or both and Contractor may be incligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code \$8350 et seg.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the mimediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board: (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. CONTRACTS FOR LEGAL SERVICES: \$50,000 OR MORE-PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the furn's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6) SWEATFREE CODE OF CONDUCT:

- at. All Confractors contracting for the procurement of laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfice Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents of employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations.

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a):

- 7. DOMESTIC PARTNERS: For contracts of \$100,000 or more. Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3:
- 8: GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- I). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- I). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations; transactions; planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state; service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code \$10420)

Members of boards and commissions are exempt from this section if they do not receive payment office than payment of each meeting of the board or commission, payment for per diem. (Pub. Contract Code § 10430 (e))

- 2. LABOR CODE/WORKERS COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statulory exceptions to taxation, rarely will a corporate contractor performing within the state northe subject to the franchise tax.
- c. Both demestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- o RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

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

San Francisco Office of the District Attorney. Printed Name and Title of Person Initialing (for Options 1 or 2) Eugene Clendinen, Chief Administrative & Financial Officer 1. We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States. OR. 2. We are a scrutinized company as defined in Public Contract Code. Section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal. OR. 3. We currently have, or we have had within the previous three years, Initials business activities or other operations outside of the United States, + certification but we certify below that we are not a sorutinized company as defined in Public Contract Code section 10476. CERTIFICATION for # 3. I, the official named below, CERTIFY UNDER PENALTY OF PERTURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California. By (Juthorized Signature). Printed Name and Tule of Person Signing Date Executed. Executed in the County and State of	- ² -78	
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CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	Federal ID Number
Proposer/Bidder Firm Name (Printed) San Francisco Office of the District Attorney	94-6000417
By (Authorized Signature)	
Printed Name and Title of Person Slaging Eugene Clendinen, Chief Administrative & Financial Officer	
Date Executed Executed in the County: Columbia County: Columbia County:	and State of:

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

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

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

OPTION#1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed)	Federal ID Number (or ri/a)
San Francisco Office of the District Attorney	94-6000417
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Eugene Clendinen, Chief Administrative & Financial Officer	
Date Executed in San Francisco, C	

OPTION #2 - EXEMPTION

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

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

The same of the sa	Security and the property of the security of t
Vendor Name/Financial Institution (Printed).	Federal ID Number (or n/a)
By (Authorized Signature)	
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Printed Name and Title of Person Signing	Date Executed .

TO:	Angela Calvillo, Clerk o	of the Board of Supervisors
FROM:	Lorna Garrido, Grants a	and Contracts Manager
DATE:	April 11, 2018	
SUBJECT:	Accept and Expend Re	solution for Subject Grant
GRANT TITLE:	CalVCB – Compensatio	on for Crime Victims
Attached please fir	nd the original* and 1 copy	of each of the following:
X Proposed gran	ıt resolution; original* signe	ed by Department, Mayor, Controller
X Grant informat	ion form, including disabilit	y checklist
X Grant budget		
X Grant applicat	ion	
X Grant award I	etter from funding agency	
Ethics Form 1	26 (if applicable)	
Contracts, Lea	ases/Agreements (if applic	able)
Other (Explain	1):	
Special Timeline Please schedule a	Requirements: It the earliest available date	Э.
Departmental rep	resentative to receive a	copy of the adopted resolution:
Name: Lorna Garr	ido	Phone: (415) 553-9258
Interoffice Mail Ad	dress: DAT, 850 Bryant St	reet, Room 322
Certified copy requ	uired Yes 🗌	No 🖂
	have the seal of the City/Count most cases ordinary copies with	y affixed and are occasionally required by out the seal are sufficient).

Office of the Mayor san francisco



MARK FARRELL MAYOR

MINUTED WITH 35

To: Angela Calvillo, Clerk of the Board of Supervisors

From: Kelly Kirkpatrick, Acting Mayor's Budget Director

Date: June 1, 2018

Re: Mayor's FY 2018-19 and FY 2019-20 Budget Submission

Madam Clerk,

In accordance with City and County of San Francisco Charter, Article IX, Section 9.100, the Mayor's Office hereby submits the Mayor's proposed budget by June 1s, corresponding legislation, and related materials for Fiscal Year 2018-19 and Fiscal Year 2019-20.

In addition to the Annual Appropriation Ordinance, Annual Salary Ordinance, and Mayor's Proposed FY 2018-19 and FY 2019-20 Budget Book; the following items are included in the Mayor's submission:

- The budget for the Treasure Island Development Authority for FY 2018-19 and FY 2019-20
- The budget for the Office of Community Investment and Infrastructure for FY 2018-19
- 15 separate pieces of legislation (see list attached)
- A. Transfer of Function letter detailing the transfer of positions from one City department to mother. See letter for more details.
- An Interim Exception letter
- A memo highlighting technical adjustments to the Mayor's Proposed May 1st Budget
- A letter addressing funding levels for consumer price index increases for nonprofit corporations
 or public entities for the coming two fiscal years

If you have any questions, please contact me at (415) 554-6125.

Sincerely,

Kelly Kirkmatinok

Acting Mayor's Budget Director

oc: Members of the Board of Supervisors

Harvey Rose Controller

DEPT	Budget & Finance Committee Calendar Date	Description or Title of Legislation	Type of Legislation
ADM	14-Jun	Neighborhood Beautification and Graffiti Clean-up Fund Tax Designation Ceiling	Ordinance
CON	14-Jun	Resolution Adjusting the Access Line Tax with the Consumer Price Index of 2018	Resolution
CON	14-Jun	Proposition J Contract Certification Specified Contracted-Out Services Previously Approved	Resolution
REC ·	14-Jun ·	Park Code - Tennis Center Fees	· Ordinance
REC	14-Jun	Park Code - Golf Course Fees	Ordinance
CPC	15-Jun	Administrative Code — Planning Code Enforcement Fund	Ordinance .
CPC	15-Jun	Planning Code - Fees for Certain Permits and Transportation Analysis	Ordinance
DAT	15-Jun	Administrative Code - Cash Revolving Fund for District Attorney's Office	Ordinance
DAT	15-Jun	Accept and Expend Grant - California Victim Compensation Board - Compensation for Crime Victims - \$2,164,014	Resolution
DPH .	15-Jun	Health Code - Patient Rates 2017-2020	Ordinance
DPH	15-Jun	California Mental Health Services Authority – Participation Agreement – Presumptive Transfer	Resolution
DPH	. 15-Jun	Accept and Expend Grants- Recurring State Grant Funds - Department of Public Health- FY2018-2019	Resolution
НОМ	15-Jun	Administrative Code - Mayor's Fund for the Homeless and Navigation Partnerships Fund	Ordinance
НОМ	15-Jun	Homelessness and Supportive Housing Fund - FYs 2018-2019 and 2019- 2020 Expenditure Plans	Resolution
POL	12-Jul	De-Appropriation and Re-Appropriation — Expenditures of \$6,174,381 Supporting Increased Workers' Compensation Expenditures — Police Department — FY 2017-2018	Ordinance

OFFICE OF THE MAYOR * SAN FRANCISCO



TEGETYED
BOARD OF SUPERVISORS
-SAM FRANCISCO

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TO: (X)

Angela Calvillo, Clerk of the Board of Supervisors

ROM: 4 M/ Mayor Farrell

RE:

Accept and Expend Grant - California Victim Compensation Board -

Compensation for Crime Victims - \$2,164,014

DATE:

June 1, 2018

Attached for introduction to the Board of Supervisors is a resolution retroactively authorizing the Office of the District Attorney to accept and expend a grant in the amount of \$2,164,014 from the California Victim Compensation Board for a project entitled "Joint Powers Agreement" for the period July 1, 2018 to June 30, 2021.

Should you have any questions, please contact Andres Power (415) 554-5168.