

File No. 210931

Committee Item No. 4

Board Item No. 28

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date October 6, 2021

Board of Supervisors Meeting Date October 19, 2021

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date October 1, 2021

Completed by: Linda Wong Date October 14, 2021

1 [Accept and Expend Grant - Retroactive - California Victim Compensation Board -
2 Compensation for Crime Victims - \$2,530,990.23]

3 **Resolution retroactively authorizing the Office of the District Attorney to accept and**
4 **expend a grant in the amount of \$2,530,990.23 from the California Victim**
5 **Compensation Board for a project, entitled “Joint Powers Agreement,” to assist**
6 **victims and witnesses with compensation claims for the period July 1, 2021, through**
7 **June 30, 2024.**

8
9 WHEREAS, The City and County of San Francisco, Office of the District Attorney
10 desires to enter into an agreement with the California Victim Compensation Board in
11 accordance with Government Section 13838 for the purpose of assisting victims and
12 witnesses with compensation claims; and

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

16 WHEREAS, All positions supported by these funds shall be coded “G” in the District
17 Attorney’s budget; and

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

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

22 RESOLVED, That the Board of Supervisors hereby authorizes the Office of the District
23 Attorney to retroactively accept and expend, on behalf of the City and County of San
24 Francisco, a grant from the California Victim Compensation Board to continue the Joint
25 Powers Agreement in the amount of \$2,530,990.23 to assist victims of crime; and, be it

1 FURTHER RESOLVED, That within 30 days of the Joint Powers Agreement being fully-
2 executed by all parties, the Office of the District Attorney shall provide the final Joint Powers
3 Agreement to the Clerk of the Board for inclusion into the official file.

4
5 Recommended: Approved: /s/
6 London N. Breed
7 Mayor

8 /s/
9 Chesa Boudin
10 District Attorney Approved: /s/
11 Ben Rosenfield
12 Controller

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Compensation for Crime Victims**
2. Department: **Office of the District Attorney**
3. Contact Person: **Lorna Garrido** Telephone: **(628) 652-4035**
4. Grant Approval Status (check one):
☒ Approved by funding agency ☐ Not yet approved
5. Amount of Grant Funding Approved or Applied for: **\$2,530,990.23**
6. a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable): **n/a**
7. a. Grant Source Agency: **California Victim Compensation Board**
b. Grant Pass-Through Agency (if applicable): **n/a**

8. Proposed Grant Project Summary: **To provide the following services for victims of crime: verification and review of applications for victim compensation; overpayment processing to correct any error made and to collect monies owed; administer emergency expenses under Government Code (GC) section 13952.5, subdivision (c); and outreach and training to stakeholders and members of the public within the designated service area.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: **July 1, 2021** End-Date: **June 30, 2024**

10. a. Amount budgeted for contractual services: **\$0**
b. Will contractual services be put out to bid? **n/a**
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? **n/a**
d. Is this likely to be a one-time or ongoing request for contracting out? **n/a**

11. a. Does the budget include indirect costs?
☐ Yes ☒ No
b. 1. If yes, how much? **n/a**
b. 2. How was the amount calculated? **n/a**
c. 1. If no, why are indirect costs not included?
☐ Not allowed by granting agency ☒ To maximize use of grant funds on direct services
☐ Other (please explain):
c. 2. If no indirect costs are included, what would have been the indirect costs? **10% of total salaries and wages, for FY2021/2022 total salaries and wages of \$570,589.40 x 10% = \$57,059**

12. Any other significant grant requirements or comments: **We respectfully request an expedited resolution. The City and County of San Francisco's FY 2021-22 and FY 2022-2023 Budget and Appropriation Ordinance includes this recurring grant; however, it does not meet the California Victim Compensation Board resolution requirements, thus, a separate resolution is necessary.**

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

| | | |
|--|---|---|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input checked="" type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Jessica Geiger
(Name)

Facilities Manager (Title)

Date Reviewed: 07/28/2021

Jessica Geiger Digitally signed by Jessica Geiger
Date: 2021.07.28 15:38:29 -07'00'
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eugene Clendinen
(Name)

Chief Administrative & Financial Officer
(Title)

Date Reviewed: 07/28/2021

Eugene Clendinen Digitally signed by Eugene
Clendinen
Date: 2021.07.28 17:46:25 -07'00'
(Signature Required)

BUDGET WORKSHEET

(Rev. 2/21)

EXHIBIT B-1

Page 1

Name of County
Contract Number**San Francisco**
S21-018**FY 2021-2022****PERSONNEL SERVICES**
Salaries and Wages

| Employee Name | CalVCP Position | County Position/Class | #FTE | X | Hourly Pay Rate Range | Time (hrs) X per year) | Contract Amount |
|--------------------------|--------------------|---|------|---|--------------------------|---------------------------|----------------------|
| | S | 8135 Asst Chief VW Investigator | 1.00 | | \$59.40-\$61.30 | 2088 | \$ 125,972.00 |
| | S | 8135 Asst Chief VW Investigator - Bilingual Pay | | | \$60 | 26.1 | \$ 1,566.00 |
| | L | 8131 VW Investigator II | 1.00 | | \$45.90-\$47.40 | 2088 | \$ 97,292.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I - Longevity Pay | | | \$24 | 26.1 | \$ 626.40 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 1864 | \$ 79,036.00 |
| Total Salaries and Wages | | | | | | | \$ 570,589.40 |

Fringe Benefits

| Employee Name | CalVCP Position | Position/Class | #FTE | X | Annual Pay Rate | Fringe Benefit Rate X Range | Contract Amount |
|---------------------------------|--------------------|------------------------------------|------|---|-----------------|-----------------------------------|----------------------|
| | S | 8135 Asst Chief VW Investigator | 1.00 | | \$ 127,538 | 37.00%- 43.00% | \$ 50,888.00 |
| | L | 8131 VW Investigator II | 1.00 | | \$ 97,292 | 29.00%- 34.00% | \$ 30,910.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 88,699 | 49.00%- 58.00% | \$ 48,589.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 89,325 | 42.00%- 50.00% | \$ 40,473.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 88,699 | 52.00%- 62.00% | \$ 49,210.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 79,036 | 42.00%- 50.00% | \$ 35,678.60 |
| Total Fringe Benefits | | | | | | | \$ 255,748.60 |
| TOTAL PERSONNEL SERVICES | | | | | | | \$ 826,338.00 |

CONTINUE ON NEXT PAGE

BUDGET WORKSHEET (Rev. 2/21)

EXHIBIT B-1

Page 2

Name of County
Contract Number

San Francisco
S21-018

FY 2021-2022

OPERATING EXPENSES

Contract Amount

| | |
|---|--------------|
| Rent (Square feet=_____) | |
| Utilities | |
| Insurance | |
| Equipment rental | |
| Equipment repair | |
| Office supplies | |
| Telephone | |
| Postage | |
| Expendable equipment (non-capitalized assets) | |
| Overhead | |
| Training | |
| Data Processing | |
| Other | |
| Travel - Meetings, conferences | |
| Travel - Training | |
| Equipment (laptops and monitors) | \$ 17,325.41 |

TOTAL OPERATING EXPENSES

\$ 17,325.41

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR

\$ 843,663.41

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

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

☒ Yes ☐ No

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

| | Source of funding | Amount |
|--------------------|--|------------|
| Personnel Services | General Fund (1.11 FTE 8129 Claims Specialist) | \$ 147,859 |
| Operating Expenses | General Fund (Balance of Rent & Overhead) | \$ 170,032 |
| Other | | |
| | Total | \$ 317,891 |

County Budget Officer Contact Information:

Name: Eugene Clendinen, Chief Administration & Finance
Phone Number: 628-652-4030
Email Address: eugene.cleindinen@sfgov.org

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S21-018

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTOR NAME

County of San Francisco

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$2,530,990.23 Two Million, Five Hundred Thirty Thousand, Nine Hundred Ninety Dollars, and Twenty Three Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|----------------------|---|-------|
| Exhibit A | Scope of Work | 4 |
| Exhibit B | Budget Detail and Payment Provisions | 4 |
| Exhibit B-1 | Budget | 2 |
| + - Exhibit C * | General Terms and Conditions | 1 |
| + - Exhibit D | Special Terms and Conditions | 12 |
| + - Attachment 1 | Training Request Form | 1 |
| + - Attachment 2 | County Purchase Request Form | 3 |
| + - Attachment 3 | CalVCB Asset Identification Form | 2 |
| + - Attachment 4 | CalVCB County Inventory Form | 1 |
| + - Attachment 5 | Information Security Policy | 6 |
| + - Attachment 6 | CalVCB Confidentiality Statement | 4 |
| + - Attachment 7 | Information Systems Security and Confidentiality Policy | 2 |
| + - Attachment 8 | Fraud Policy | 3 |
| + - Attachment 9 | Password Policy | 6 |
| + - Attachment 10 | Privacy Policy | 4 |
| + - Attachment 11 | Acceptable use of Technology Resources | 5 |

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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| + - Attachment 3 | CalVCB Asset Identification Form | 2 |
| + - Attachment 4 | CalVCB County Inventory Form | 1 |
| + - Attachment 5 | Information Security Policy | 6 |
| + - Attachment 6 | CalVCB Confidentiality Statement | 4 |
| + - Attachment 7 | Information Systems Security and Confidentiality Policy | 2 |
| + - Attachment 8 | Fraud Policy | 3 |
| + - Attachment 9 | Password Policy | 6 |
| + - Attachment 10 | Privacy Policy | 4 |
| + - Attachment 11 | Acceptable use of Technology Resources | 5 |

Reset Form

Print Form

SCO ID: 7870-S21018

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S21-018

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

| Exhibits | Title | Pages |
|----------------------|---------------------------------|-------|
| + Attachment - 12 | Acknowledgment of Policies Form | 2 |

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Francisco

CONTRACTOR BUSINESS ADDRESS

350 Rhode Island Street, N. Bldg., Ste. 400 N.

CITY

San Francisco

STATE

CA

ZIP

94103

PRINTED NAME OF PERSON SIGNING

Chesa Boudin

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

Chesa Boudin

Digitally signed by Chesa Boudin
Date: 2021.05.20 18:18:14 -07'00'

DATE SIGNED

05/20/2021

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTING AGENCY ADDRESS

400 R Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Lynda Gledhill

TITLE

Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
SCOPE OF WORK**

1. This Agreement is entered between the County of San Francisco (Contractor) and the California Victim Compensation Board (CalVCB), collectively known as the “parties”.
2. This Agreement will commence on July 1, 2021 or upon approval by the California Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement. This Agreement shall expire on June 30, 2024. The services shall be provided during the working hours of 8:00 AM through 5:00 PM, Monday through Friday, excluding State holidays. At the beginning of each fiscal year, Contractor shall provide a list of scheduled holidays for the coming year. Contractor shall obtain approval from the Contract Manager or designee prior to any temporary changes in schedule, including overtime or operating hours. The parties may amend this Agreement as permitted by law.
3. Location of Services

A. Services shall be performed at:

| | |
|-----------------|---|
| County | County of San Francisco |
| Office | County of San Francisco District Attorney's Office |
| Office Location | 350 Rhode Island Street, N. Bldg., Ste. 400 N. San Francisco, CA 94103 |

B. Telework Option

CalVCB allows the use of telework as a work option for Contractor’s staff when a telework agreement between the staff and CalVCB has been made, and no other means of providing the services as described in this Exhibit A, Scope of Work is available. The telework agreement must follow the hours stated in section 2 of this Exhibit A, Scope of Work. Telework means working at a worksite one or more days away from the office location stated above on a limited or permanent basis. Worksite is defined as either at home or at an alternative worksite. The worksite must allow for a secure working environment and confidential information must be secured. CalVCB reserves the right to terminate the telework agreement when it is deemed as no longer beneficial for either party.

4. All inquiries during the term of this Agreement will be directed to the representatives listed below:

| CA VICTIM COMPENSATION BOARD | COUNTY OF SAN FRANCISCO |
|--|---|
| Division: Victim Compensation Division | Office: County of San Francisco District Attorney's Office |
| Contract Manager: Dionne Bell-Rucker | Contact: Jacqueline Ortiz |
| Address: 400 R Street, Suite 400 Sacramento, CA 95811 | Address: 350 Rhode Island Street, N. Bldg., Ste. 400 N. San Francisco, CA 94103 |
| Phone: 916-491-3512 | Phone: 628-652-4103 |
| Email: dionne.bell-rucker@victims.ca.gov | Email: jacqueline.ortiz@sfgov.org |

5. Contractor shall provide to CalVCB the following services for victims of crime.

A. Data Entry Verification and Review of Applications and Bills

Enter data from applications and bills received from victims of crime for unreimbursed financial losses into CalVCB's automated claims management system. Verify and process pursuant to the statutes, regulations, policies and directives of CalVCB. The Contractor shall conduct data entry verification and review of applications and bills from the following county(ies): San Francisco.

B. Overpayment Processing

Should the Contractor make an error which results in an overpayment, the Contractor shall follow the processes, policies, and directives of CalVCB to correct the error made and shall collect monies owed as a result of the overpayment. Contractor shall notify Contract Manager or designee immediately upon the discovery of an error made resulting in an overpayment.

C. Emergency Expenses

Administer emergency expenses under Government Code (GC) section 13952.5, subdivision (c) pursuant to an approved Revolving Fund Agreement with CalVCB.

D. Outreach and Training

Contractor shall provide outreach and training to 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, review of applications and bills, or supervisory duties.

Supervisors shall spend no more than 20% of their time conducting outreach and training activities to stakeholders and members of the public. The Contractor shall obtain written authorization via email from the Contract Manager or designee at least five (5) business days prior to conducting outreach or training. The Contractor shall utilize CalVCB resource materials. At CalVCB's discretion, summary reports regarding outreach and training activities may be requested.

6. Services under this Agreement shall be performed by staff that have satisfactorily completed all required training provided by CalVCB and certified by CalVCB as qualified to perform such duties.
7. The Contractor shall only use information collected under this Agreement for services identified in this Exhibit A, Scope of Work.
8. The Contractor shall use CalVCB's automated claims management system known as the Compensation and Restitution System (Cares), to perform the services identified in this Exhibit A, Scope of Work. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB guidelines, procedures, directives, and memos pertaining to the use of the Cares system as stated in section 18, Exhibit D, Special Terms and Conditions.
9. Contractor shall use forms and processes produced by CalVCB to perform the services as stated in this Exhibit A, Scope of Work. Forms, letters, or other documentation created by the Contractor and intended for the public, shall be submitted in electronic form via email to the Contract Manager for review and written approval prior to use.
10. The Contractor's funded supervisory position shall conduct quality assurance reviews on applications and bills processed by staff and perform workload management duties to ensure processing timeframes are in accordance with statute and as directed by the CalVCB.
11. The Contractor shall maintain the highest customer service standards and shall ensure that applications and bills are processed accurately and efficiently, that applicants receive responses to their inquiries within two (2) business days of receipt, and are treated with sensitivity and respect when communicating verbally and in writing. CalVCB shall communicate in writing to the Contractor any compliance issues or concerns about the foregoing, and the Contractor shall respond to CalVCB within the time specified in the written communication.
12. CalVCB may, at its sole discretion, redirect workload (1) from CalVCB to a Contractor; (2) from one Contractor to another Contractor; or (3) from a Contractor to CalVCB. The Contractor may, with approval from the Deputy Executive Officer (DEO) of the Victim Compensation Division (VCD) at CalVCB or designee, establish Memorandums of Understanding (MOU) to conduct data entry verification and review of applications and bills received from other counties.

13. Hardware and Software Responsibilities

CalVCB shall not be responsible for the procurement activities for all necessary hardware and software. The Contractor shall provide necessary hardware and software to complete services as stated in this Exhibit A, Scope of Work.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the services and invoices by CalVCB, CalVCB agrees to reimburse the Contractor for actual allowable expenditures incurred as specified in Exhibit B-1, Budget.
- B. Invoices shall include the Agreement Number S21-018 and shall be submitted not more frequently than monthly by the 30th of each month, in arrears to:

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

Or by email: accountingmailbox@victims.ca.gov

- C. Invoices shall be itemized and include the following information:

- County name
- Date of invoice
- Invoice Number
- Direct costs and overhead costs
- Employee fringe benefits
- Time sheets or attendance records with month/year
- Position/classification, time base, and monthly/weekly/hourly rate for all staff
- Other expenses

- D. Fiscal Year Invoice Closeout

The Contractor shall submit a fiscal year closeout invoice within forty-five (45) calendar days after June 30th of each year. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of the closeout invoice by CalVCB.

| Fiscal Year | Closeout Invoice Due Date |
|--------------------|----------------------------------|
| FY 2021/2022 | August 15, 2022 |
| FY 2022/2023 | August 15, 2023 |
| FY 2023/2024 | August 15, 2024 |

2. BUDGET CONTINGENCY CLAUSE

- A. 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.
- B. 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.
- C. Federally Funded Agreements
 - 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
 - 2) In addition to section 2(A) above, this Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years 2021-2024 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
 - 4) In its sole discretion, CalVCB may invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, GC Chapter 4.5, commencing with section 927.

4. PAYMENT PROVISIONS

- A. Payments made to the Contractor are on a cost-reimbursement basis. Contractor must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item in Exhibit B-1, Budget. The following information shall be documented:

- 1) Identify and justify direct costs and overhead costs, including employee fringe benefits;
 - 2) Monthly, weekly or hourly rates as appropriate and personnel classifications shall be specified, together with the percentage of personnel time to be charged to the contract, when salaries and wages are a reimbursable item;
 - 3) Rental reimbursement items shall specify the unit rate, such as the rate per square foot; and
 - 4) If travel is to be reimbursed, the Contractor acknowledges and understands that the rates of reimbursement for necessary travel expenses and per diem shall be set in accordance with the rates of the California Department of Human Resources (CalHR) for comparable classes and that no travel outside the State of California shall be reimbursed. Travel rates can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>
- B. The Contractor must obtain prior authorization by CalVCB before Contractor will be reimbursed for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall submit to the Contract Manager a written request via email. The Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations shall be submitted or adequate justification provided for the absence of bidding.
- C. In order to receive reimbursement, the Contractor shall submit a proposed budget to CalVCB for each fiscal year no later than the date indicated in the table below. The Contract Manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

| Fiscal Year | Date |
|--------------|--|
| FY 2021/2022 | July 1, 2021 or upon Agreement approval by DGS, whichever is later |
| FY 2022/2023 | March 1, 2022 |
| FY 2023/2024 | March 1, 2023 |

5. RECORD KEEPING

CalVCB requires the contractor to maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expenses and to hold them available for audit and inspection by the State for seven (7) years.

6. COST LIMITATION

A. The amount of this Agreement shall not exceed \$ 2,530,990.23.

B. For each fiscal year, CalVCB will allocate to the Contractor the following amounts:

| Fiscal Year | Dollar Amount |
|--------------|---------------|
| FY 2021/2022 | \$ 843,663.41 |
| FY 2022/2023 | \$ 843,663.41 |
| FY 2023/2024 | \$ 843,663.41 |

7. REDUCTION OF CONTRACT AMOUNT

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

EXHIBIT B-1 BUDGET

BUDGET WORKSHEET

(Rev. 2/21)

EXHIBIT B-1

Page 1

Name of County
Contract Number

San Francisco

FY 2021-2022

PERSONNEL SERVICES Salaries and Wages

| Employee Name | CalVCP Position | County Position/Class | #FTE | X | Hourly Pay Rate Range | Time (hrs per X year) | Contract Amount |
|--------------------------|--------------------|---|------|---|--------------------------|--------------------------|----------------------|
| | S | 8135 Asst Chief VW Investigator | 1.00 | | \$59.40-\$61.30 | 2088 | \$ 125,972.00 |
| | S | 8135 Asst Chief VW Investigator - Bilingual Pay | | | \$60 | 26.1 | \$ 1,566.00 |
| | L | 8131 VW Investigator II | 1.00 | | \$45.90-\$47.40 | 2088 | \$ 97,292.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I - Longevity Pay | | | \$24 | 26.1 | \$ 626.40 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 2088 | \$ 88,699.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$41.80-\$43.20 | 1864 | \$ 79,036.00 |
| Total Salaries and Wages | | | | | | | \$ 570,589.40 |

Fringe Benefits

| Employee Name | CalVCP Position | Position/Class | #FTE | X | Annual Pay Rate | Fringe Benefit Rate X Range | Contract Amount |
|-----------------------|--------------------|------------------------------------|------|---|-----------------|-----------------------------------|----------------------|
| | S | 8135 Asst Chief VW Investigator | 1.00 | | \$ 127,538 | 37.00%- 43.00% | \$ 50,888.00 |
| | L | 8131 VW Investigator II | 1.00 | | \$ 97,292 | 29.00%- 34.00% | \$ 30,910.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 88,699 | 49.00%- 58.00% | \$ 48,589.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 89,325 | 42.00%- 50.00% | \$ 40,473.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 88,699 | 52.00%- 62.00% | \$ 49,210.00 |
| | CA | 8129 VW Investigator I | 1.00 | | \$ 79,036 | 42.00%- 50.00% | \$ 35,678.60 |
| Total Fringe Benefits | | | | | | | \$ 255,748.60 |

TOTAL PERSONNEL SERVICES

\$ 826,338.00

CONTINUE ON NEXT PAGE

Name of County

San Francisco

Contract Number

FY 2021-2022

OPERATING EXPENSES

Contract Amount

Rent (Square feet=_____)

Utilities

Insurance

Equipment rental

Equipment repair

Office supplies

Telephone

Postage

Expendable equipment (non-capitalized assets)

Overhead

Training

Data Processing

Other

Travel - Meetings, conferences

Travel - Training

Equipment (laptops and monitors)

\$ 17,325.41

TOTAL OPERATING EXPENSES

\$ 17,325.41

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR

\$ 843,663.41

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

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

☒ Yes☐ NoIf **yes**, please list any additional funds provided for operation of this verification unit.

Please describe the source of funding.

| | Source of funding | Amount |
|--------------------|--|------------|
| Personnel Services | General Fund (1.11 FTE 8129 Claims Specialist) | \$ 147,859 |
| Operating Expenses | General Fund (Balance of Rent & Overhead) | \$ 170,032 |
| Other | | |
| | Total | \$ 317,891 |

County Budget Officer Contact Information:

Name: Eugene Clendinen, Chief Administration & FinancePhone Number: 628-652-4030Email Address: eugene.clendinen@sfgov.org

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC 04/2017)

All documents issued under this contract incorporate the contract terms and applicable California General Terms and Conditions for non-IT services: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SETTLEMENT OF DISPUTES

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement shall be decided by CalVCB's Enterprise Operations and Services Section (EOSS) Chief, who may consider any written or verbal evidence submitted by the Contractor. The decision of the EOSS Chief, issued in writing, shall be CalVCB's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the EOSS Chief will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

2. TERMINATION

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. CalVCB reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor, or immediately in the event of default or material breach by the Contractor.

3. PERSONNEL SERVICES AND WORKLOAD

- A. The Contractor shall submit by mail to CalVCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff performing work under this Agreement who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff. The Form 700 must be mailed to CalVCB within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The Contractor shall submit all Form 700s no later than thirty (30) calendar 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 to CalVCB.
- B. The Contractor shall notify CalVCB when staff assigned to perform the functions of this Agreement has been absent or is expected to be absent for any reason, longer than two weeks. When staff is on leave, including vacation, sick, and annual leave, CalVCB shall reimburse the Contractor for leave accrued during that period of time if staff was performing services stated in Exhibit A, Scope of Work. Further, the Contractor agrees to provide, at CalVCB's request, documentation verifying leave accrued under this Agreement.

- C. The Contractor shall ensure staff assigned to perform services under this Agreement do not:
- Participate in criminal investigations or prosecution
 - Act as an agent for the collection of restitution
 - Serve as a restitution specialist or victim advocate, with the exception of the director of the county victim assistance program.
- D. 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 Agreement, unless a request for additional funding is submitted to the Contract Manager via email for review and approval. Requests to increase a director's salary and benefits budget above 20% shall include the time spent per month performing training and outreach, or other duties as outlined in Exhibit A, Scope of Work and a justification as to why the duties are required.
- E. The Contractor shall obtain prior written authorization from the Contract Manager before including the salaries of any other administrative staff who are not directly involved in performing the services as described in Exhibit A, Scope of Work, or the supervision of staff fulfilling functions under this Agreement in the budget.
- F. Contractor shall obtain prior written authorization from the DEO of VCD or designee if staff assigned to perform services as described in Exhibit A, Scope of Work, will perform any other county functions. Should the Contractor assign a staff to perform services other than those described in Exhibit A, Scope of Work, the Contractor shall request written authorization ten (10) calendar days prior to start of the staff performing the services. CalVCB shall not reimburse the Contractor for services performed outside the scope of this Agreement or for any services rendered or performed prior to its written authorization.
- G. For each staff providing services under this Agreement, the Contractor shall provide to CalVCB:
- Name
 - Business address
 - Telephone number
 - Email
 - Job title
 - Description of duties
 - Supervisor's Name
 - Names of staff supervised, if applicable
 - Other information as required by CalVCB

The Contractor shall also provide contact information for individual county victim assistance centers and advocate staff responsible for sending applications and bills directly to the Contractor. The Contractor shall update the information anytime a change is made.

- H. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws.
- I. Requirements as described in this section 3 of Exhibit D, Special Terms and Conditions, are to be sent to:

Address: California Victim Compensation Board
Joint Powers County Liaison Unit (JPU)
P.O. Box 3036
Sacramento, CA 95812-3036

Email: Dionne.Bell-Rucker@victims.ca.gov

4. INCOMPATIBLE ACTIVITIES

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

- 1) Participate in a criminal investigation or prosecution.
- 2) Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under this Agreement, including but not limited to, providing services that could be compensated by CalVCB.
- 3) Use information obtained performing services under the Agreement for personal gain or the advantage of another person.
- 4) Disclose any confidential information to anyone, including but not limited to, victim advocates, community-based organizations, law enforcement, prosecutors and others, unless authorized by CalVCB. Confidential information includes, but is not limited to: information about applicants, applications, crime documentation and other documents associated with applications.
- 5) Provide or use the name of persons or records of CalVCB for a mailing list, which has not been authorized by CalVCB.
- 6) Represent himself or herself as a CalVCB employee.
- 7) Take any action with regard to a victim compensation claim or restitution matter with the intent to obtain private gain or advantage.
- 8) 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, suspect, or other interested party.
- 9) Knowingly initiate any agreement with a person for whom restitution may be sought, or person against whom restitution may be collected.

- B. All confidential information obtained during the performance of this Agreement shall be held in strict confidence and shall not be provided to persons not authorized to receive the information.
- C. It shall be the Contractor's responsibility to ensure that all staff assigned to provide services under this Agreement is made aware of and abides by these provisions as stated in this section 4 of Exhibit D, Special Terms and Conditions. If an assigned staff is unwilling or unable to, or fails to abide by these provisions, the staff shall no longer be assigned to perform services in this Agreement and CalVCB shall not reimburse Contractor for expenditures incurred, including staff salary.

5. PERFORMANCE ASSESSMENT

- A. CalVCB shall assess and evaluate the Contractor's performance in a manner consistent with methods currently in place for CalVCB staff performing the same type of services. CalVCB shall monitor performance of services under this Agreement and periodically report performance evaluations to the Contractor.
- B. CalVCB shall set production and accuracy expectations or goals for services to be performed as described in Exhibit A, Scope of Work, for staff, leads and supervisors. Those expectations may include, but are not limited to, time frames for the completion of work, amount of work to be completed within given timeframes and standards for the quality of work to be performed. At the inception of Agreement start date and periodically thereafter, CalVCB shall provide written notice of production and accuracy expectations to the Contractor. If the Contractor fails to achieve production and accuracy expectations set by CalVCB as set forth in the written notice, CalVCB reserves the right to implement a Corrective Action Plan (CAP) for the office and/or staff, reduce the amount of the Agreement, terminate the Agreement as described in section 2 of Exhibit D, Special Terms and Conditions, or remove the staff from the Agreement.
- C. CalVCB reserves the right to implement a CAP and revoke Cares access to staff whose production and accuracy is consistently poor or below average based on the performance criteria identified by CalVCB or who do not comply with the provisions of this Agreement. Any staff whose access has been revoked shall no longer be authorized to perform services as described in Exhibit A, Scope of Work, and the salary of that staff no longer reimbursable by CalVCB. Contractor may replace staff in accordance with section 3 of Exhibit D, Special Terms and Conditions.
- D. CalVCB requires 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 Contract Manager or designee of performance or other staffing issues immediately upon identification and implement a CAP for immediate improvement of the area of concern.

6. OPERATING EXPENSES

- A. The Contractor may charge expenses to various line-item allocations as part of its operating expenses, including but not limited to: rent, utilities, postage, and telephone. Such expenses are generally identified as “direct costs”. The Contractor shall ensure that expenses that are classified as “direct costs” 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 of this Agreement.
- D. The Contractor shall submit requests to the Contract manager or designee via email for review and prior written approval of any budget modification for line items under the operating expense category such as an increase to rent or offsetting savings from one line item to another.

7. TRAINING RELATED REIMBURSEMENT

Contractor shall obtain prior approval from CalVCB for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall be required to acknowledge the support of CalVCB when publicizing the work under the Agreement in any media.

All such costs must be disclosed in Exhibit B-1, Budget and included in the amount as stated in section 6 of Exhibit B, Budget Detail and Payment Provisions. Contractor must complete and submit to the Contract Manager or designee, a Training Request Form (Attachment 1). Approval for reimbursement for the requested training is at the discretion of CalVCB.

8. TRAVEL REIMBURSEMENT

The Contractor shall obtain written authorization via email from the Contract Manager or designee at least five (5) business days prior to any in-state travel for which the Contractor intends to seek reimbursement. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by CalHR. Current travel rates can be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. No out-of-state travel is authorized under this Agreement.

9. MOVING

CalVCB shall not reimburse Contractor any costs associated with the relocation of staff performing services as described in Exhibit A, Scope of Work. Contractor shall notify CalVCB prior to relocation. Notification shall include the following:

- Name of Staff
- New address, including room number
- Contact person, including title, address and phone number

10. BUILDING AND CONSTRUCTION

Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property when such work would enhance the value of the property to the benefit of the owner.

11. INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

- A. The Contractor is responsible for the purchase, configuration, installation, and support of all computer equipment used for CalVCB data processing activities. CalVCB will reimburse the Contractor for Information Technology Equipment in accordance with section 12 of Exhibit D, Special Terms and Conditions.
- B. For software purchased and reimbursed under this Agreement, Contractor 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.
- C. Contractor shall install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement. Contractor shall apply appropriate end point protection, data encryption, and data loss prevention technologies employed by the local entity.
- D. All machines must be configured to accept and apply software and security updates for all software installed on the device. This includes the operating system, applications, programs, utilities, and anti-virus software.
- E. CalVCB reserves the right to ensure Contractor's equipment connecting to CalVCB systems are patched, used and operated in a manner consistent with State policy and the terms of this Agreement.
- F. To use CalVCB applications effectively, all personal computing devices shall meet the following minimum hardware standards:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB Ram
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Screen Monitor
- USB Keyboard
- USB Mouse or Trackball

G. The Contractor's Information Technology Department must notify by email CalVCB's Information Technology Division at helpdesk@victims.ca.gov and Contract Manager or designee of any change of a public internet protocol (IP) address within one (1) business day of the change.

12. STATE-PURCHASED OR STATE-FINANCED PROPERTY

A. Purchasing of Equipment

The Contractor shall obtain prior written authorization from CalVCB for the acquisition of all equipment over \$2,500, including but not limited to, modular furniture and IT equipment, even though funding may have been previously requested and made part of the budget. Splitting procurement to circumvent this requirement may result in the reimbursement request not being allowed. 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 County Purchase Request Form (Attachment 2) to the Contract Manager or designee for approval.

B. Asset Identification

Equipment reimbursed under this Agreement over \$500 or those that contain data regardless of the dollar value are to be identified, inventoried, and affixed with a CalVCB issued asset tag. Contractor shall submit to the Contract Manager or designee a CalVCB Asset Identification Form (Attachment 3) to obtain an asset tag and once issued, must affix the asset tag to the equipment.

C. Inventory

CalVCB reserves title for State-purchased or State-financed property, which is not fully consumed in the performance of this Agreement. All equipment reimbursed under this Agreement shall be specified, remain the property of CalVCB and bear asset tags supplied by CalVCB. The Contractor shall prepare and submit to CalVCB by July 30th of each year, an inventory listing of equipment reimbursed by CalVCB using the CalVCB County Inventory Form (Attachment 4). The completed form shall be submitted by e-mail to the assigned JPU analyst.

Contractor must comply with the policies and procedures regarding State-owned property accounting set forth in the State Administrative Manual sections 8640, et seq. Prior to the disposal or surplus of equipment, the Contractor shall obtain approval from CalVCB's Business Services Unit by contacting the assigned JPU analyst to initiate the process. CalVCB reserves the right to request at any time during the Agreement period a current and complete inventory listing and to remotely access, for audit purposes, all equipment purchased and reimbursed under this Agreement.

In the event of termination of this Agreement, Contractor shall return property listed in the CalVCB County Inventory Form to CalVCB.

13. CONFIDENTIALITY OF RECORDS

- A. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the State. This includes the protection of any extractions of CalVCB's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB, refer to the Information Security Policy (Attachment 5).
- B. CalVCB's Custodian of Records shall be notified when an applicant or applicant's representative requests a copy of any document 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 Custodian of Records or Legal Division.

CalVCB's Legal Section is to be immediately notified of any request made under the Public Records Act (PRA) (GC sections 6250, et. seq.) or the Information Practices Act (IPA) (Civil Code sections 1798, et seq.) for information received or generated in the performance of this Agreement. No records shall be disclosed pursuant to any request unless authorized by CalVCB's Legal Section.

- C. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff performing duties under this Agreement and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff.
- D. The Contractor shall ensure all staff performing services under this Agreement are informed of and comply with the requirements in this section 13 of Exhibit D, Special Terms and Conditions. Contractor shall provide to CalVCB, at the time of the Agreement start date, a signed CalVCB Confidentiality Statement (Attachment 6) from each staff and thereafter, annually by July 1st of each year. For new staff, Contractor shall submit within ten (10) business days from the start

date, a signed Confidentiality Statement to CalVCB. Signed Confidentiality Statements should be sent to:

Address: California Victim Compensation Board
Joint Powers County Liaison Unit (JPU)
P.O. Box 3036
Sacramento, CA 95812-3036

Email: Dionne.Bell-Rucker@victims.ca.gov

14. SUBPOENAS

- A. The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate location stating that all subpoenas for CalVCB records must be personally served at:

California Victim Compensation Board
400 R Street, 5th Floor
Sacramento, CA, 95811
Attn: Legal Section

- B. The Contractor must notify anyone attempting to serve a subpoena of this requirement. The Contractor may also contact CalVCB's Legal Section at 916-491-3605 for further assistance.
- C. In cases where documents are being subpoenaed, the Contractor shall provide CalVCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

15. RETENTION OF RECORDS

- A. For the purpose of determining compliance with GC section 8546.7, the Contractor and any Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement and documents as stated in section 5 of Exhibit B, Budget Detail and Payment Provisions. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for a minimum of seven (7) years from the date the record is created. The State, the State Auditor, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

- B. The Contractor shall retain all hard copies of applications and bills entered into Cares for one year from the date the document is received and dispose in accordance with laws, rules and State policies (GC section 1623). The Contractor shall retain soft copies until it has been confirmed the documents have been uploaded into Cares.

16. SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalVCB and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CalVCB 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 CalVCB's obligation to make payments to the Contractor. As a result, CalVCB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

17. REGULATIONS AND GUIDELINES

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

18. COMPLIANCE WITH CALVCB POLICY

- A. The Contractor shall ensure that all staff assigned work related to this contract review and comply with the requirements of CalVCB policies, including:
- Information Security Policy (Attachment 5)
 - Information Systems Security and Confidentiality Acknowledgment (Attachment 7)
 - Fraud Policy (Attachment 8)
 - Password Policy (Attachment 9)
 - Privacy Policy (Attachment 10)
 - Acceptable use of Technology Resources (Attachment 11)
- B. On July 1st of each year, JPU shall provide copies to the Contractor of the policies along with an Acknowledgement of Policies Form (Attachment 12). Contractor shall have each staff performing services under this Agreement sign the form and forward all signed forms to JPU within 30 days of receipt.

19. OWNERSHIP OF WORK PRODUCT AND DATA

- A. All work product as a result of the work performed by the Contractor under this Agreement, shall be owned by CalVCB and shall be considered works made for hire by the Contractor to CalVCB.

- B. All intellectual property rights, ownership and title to all reports, documents, plans, and specifications produced as part of this Agreement will automatically be vested in CalVCB and no further agreement will be necessary to transfer ownership to CalVCB. The Contractor shall furnish CalVCB all necessary copies of data needed to complete the review and approval process.

20. STATE-OWNED DATA – INTEGRITY AND SECURITY

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data in transit and where existing technology enables encryption at rest, stored on portable computing devices and portable electronic storage media. Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules.
 - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4) Notify the Contract Manager within 24-hours of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 5) Advise the owner of the State-owned data, the CalVCB Information Security Officer, and the CalVCB Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).
- D. The Contractor's staff assigned to perform services for CalVCB must adhere to the following provisions. Staff shall NOT:
- Attempt to access the Cares application from any location other than their assigned work location. Remote access is only permitted with prior written approval from the DEO of VCD or per an approved telework agreement.

- Share individual login ID and password with anyone else.
- Allow their computer to remember a password to the Cares application.
- Walk away from their computer without locking the screen (Ctrl+Alt+Delete).
- Leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- Visit untrusted websites or open any attachments or links from untrusted email.
- Uninstall or disable anti-virus software and automatic updates.
- Install any unauthorized or unlicensed software.
- Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- Disclose any PII information to unauthorized users.
- Send any PII via email. Staff should use application numbers, bill numbers and initials only. Staff should use encrypted email if they must send email containing PII.

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 06-00-003 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, HC 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 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.

- 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.
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- 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. seq.).
- 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, HC 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 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, HC 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:



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



Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003

I also 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

4/20/21
Date

Heidi Carlson
Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

Initial each section.

IFL 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 related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
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I, FL 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 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, FL 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:

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

Certification

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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

04/20/2021

Date

Ferdinand Laxamana

Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

Initial each section.

I, DT, 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 related reason.
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I, D.T. 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 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

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

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

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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.

D.E.
Signature

4-20-21
Date

DeeDee Tyson
Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

Initial each section.

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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.

Monica Wheaton-Howell

Signature

April 20, 2021

Date

Monica Wheaton-Howell

Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

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Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim Services Unit, ou=Victim
Compensation Unit, email=maria.miguel@sfgov.org, c=US
Date: 2021.04.20 12:19:52 -0700

Signature

April 20, 2021

Date

Maria Miguel

Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

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

Certification

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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

April 20, 2021

Date

Rommel Castelo

Name (Print)

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

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State Employees and Contractors

Initial each section.

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


- Access, inspect, use, disclose, or modify information only to perform job duties.
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- Inform the CalVCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on 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, IC 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 06-00-003. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, IC 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:

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

Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003

I also 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

Date 4/20/2021

Imani Carter

Name (Print)

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

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- Not share individual account passwords.

I understand 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.

Heidy Carlson

User Name (Print)

[Handwritten Signature]

User Signature
Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, c=US, o=Victim Services
Unit, ou=Victim Compensation Unit,
email=maria.miguel@calvcb.org
date: 2021.04.20 15:16:06 -0700

Manager/Supervisor
Signature

Victim Services

Division or Unit

4/20/21

Date

4/20/21

Date

628 652-4085

Phone Number

628-652-4080

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 Official Personnel File.

Information Systems Security and Confidentiality

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Ferdinand Laxamana

User Name (Print)

DAT

Division or Unit

[Signature]

User Signature

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=CalVCB Victim Services Unit,
ou=Victim Compensation Unit,
email=maria.miguel@calvcb.org, c=US
Date: 2021.09.20 11:17:31 -0700

Manager/Supervisor

Signature

04/20/2021

Date

4/20/2021

Date

628-652-4085

Phone Number

628-652-4080

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 Official Personnel File.

Information Systems Security and Confidentiality

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Dee Dee Tyson
User Name (Print)

Claims
Division or Unit


User Signature
Maria Miguel
Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=CalVCB Victim Services
Unit, ou=Victim Compensation Unit,
email=Maria.Miguel@calvcb.org, c=US
Date: 2021.04.20 15:48:37 -0700

4-20-21
Date
4/20/2021
Date

628-652-4082
Phone Number

Manager/Supervisor
Signature

Date

628-652-4080
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 Official Personnel File.

Information Systems Security and Confidentiality

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Monica Wheaton-Howell

User Name (Print)

T077 San Francisco

Division or Unit

Monica Wheaton-Howell

User Signature

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=FDIA Victim Services
Unit, ou=Victim Compensation Unit,
email=maria.miguel@go.org, c=US
Date: 2021.04.21 12:18:21-07'00'

April 20, 2021

Date

4/21/2021

Date

510 936-2190

Phone Number

628-652-4080

Phone Number

Manager/Supervisor

Signature

Filing Instructions

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

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| | | |
|---|-----------------------|---------------------|
| <u>mmiguel</u> | <u>T077</u> | |
| User Name (Print) | Division or Unit | |
| <u>Maria Miguel</u> <small>Digitally signed by Maria Miguel DN: cn=Maria Miguel, o=CalVCB Victim Services Unit, ou=Victim Compensation Unit, email=mmiguel@calvcb.org, c=US Date: 2021.04.20 12:21:56-0700</small> | <u>April 20, 2021</u> | <u>628-652-4080</u> |
| User Signature | Date | Phone Number |
| <u>GENA CASTRO RODRIGUEZ</u> <small>Digitally signed by GENA CASTRO RODRIGUEZ Date: 2021.04.20 12:44:56 -0700</small> | <u>April 20, 2021</u> | <u>628-652-4100</u> |
| Manager/Supervisor Signature | Date | 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 Official Personnel File.

Information Systems Security and Confidentiality

Acknowledgement

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Rommel Castelo

User Name (Print)



User Signature

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim
Services Unit, ou=Victim Compensation
Unit, email=maria.miguel@calvcb.org, c=US
Date: 2021.04.20 16:51:53 -0700

Manager/Supervisor

Signature

SFDA Victim Services Claims Department

Division or Unit

April 20, 2021

Date

4/20/2021

Date

(628)652-4086

Phone Number

(628)652-4080

Phone Number

Filing Instructions

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

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Information Systems Security and Confidentiality

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Imani Carter

User Name (Print)

T011

Division or Unit

[Signature]

User Signature

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, ou=SFDA Victim Services Unit,
email=maria.miguel@sfgov.org, c=US
Date: 2021.04.20 15:55:23 -0700

4/20/2021

Date

628-652-4081

Phone Number

4/20/2021

Date

628-652-4080

Phone Number

Manager/Supervisor

Signature

Filing Instructions

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ATTACHMENT 12

California Victim Compensation Board

Acknowledgement of Policies

1. Information Security Policy (Attachment 5)

I have read, understand, and agree to abide by the provisions of the Information Security Policy.

2. Information Systems Security and Confidentiality Policy (Attachment 7)

I have read, understand, and agree to abide by the provisions of the Information Systems Security and Confidentiality Policy.

3. Fraud Policy (Attachment 8)

I have read, understand, and agree to abide by the provisions of the 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 Joint Powers (JP) or Criminal Restitution Compact (CRC) supervisor/manager and/or the CalVCB's Performance Standards, Audits and Quality Assurance Office (PAQ) for review. When the employee believes his or her supervisor/ manager is involved in the fraudulent activity, the employee should contact the PAQ directly.

In referring the matter, the JP or CRC employee must complete an [Investigation Referral Form](#) and forward to PAQ.

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.

4. Password Policy (Attachment 9)

I have read, understand, and agree to abide by the provisions of the Password Policy.

5. Privacy Policy (Attachment 10)

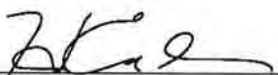
I have read, understand, and agree to abide by the provisions of the Privacy Policy.

6. Acceptable Use of Technology Resources (Attachment 11)

I have read, understand, and agree to abide by the provisions of the Acceptable Use of Technology Resources policy.

7. Incompatible Activities (Exhibit D, section 4)

I have read, understand, and agree to abide by the provisions of the Exhibit D, section 4, Incompatible 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 Agreement.

| | |
|--|---|
|  _____ County Employee's Signature | _____ Date 4/20/21 |
| Heidy Carlson _____ Typed or Printed Name | _____ Victim Witness Investigator |
| Maria Miguel _____ Manager/Supervisor Signature | _____ Classification Title 4/20/21 _____ Date |
| Maria Miguel _____ Type or Printed Name | _____ Victim Comp. Unit Supervisor |
| San Francisco _____ County | S21-018 _____ Contract Number |

ATTACHMENT 12
California Victim Compensation Board
Acknowledgement of Policies

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County Employee's Signature

04/20/2021

Date

Ferdinand Laxamana
Typed or Printed Name

8129 Victim/Witness Investigator
Classification Title

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim Services Unit, ou=Victim
Compensation Unit, email=maria.miguel@sfgov.org, c=US
Date: 2021.04.20 15:20:10 -07'00'

4/20/2021

Manager/Supervisor Signature

Date

Maria Miguel

Type or Printed Name

Victim Comp. Unit Supervisor
Classification Title

San Francisco
County

S21-018

Contract Number

ATTACHMENT 12

California Victim Compensation Board

Acknowledgement of Policies

1. Information Security Policy (Attachment 5)

I have read, understand, and agree to abide by the provisions of the Information Security Policy.

2. Information Systems Security and Confidentiality Policy (Attachment 7)

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County Employee's Signature

4-20-21

Date

Dee Dee Tyson

Typed or Printed Name

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim Services Unit, ou=Victim
Compensation Unit, email=maria.miguel@sfgov.org, c=US
Date: 2021.04.20 15:56:17 -0700

Manager/Supervisor Signature

Maria Miguel

Type or Printed Name

San Francisco

County

8129

Classification Title

4/20/2021

Date

Victim Comp. Unit Supervisor

Classification Title

S21-018

Contract Number

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California Victim Compensation Board
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Monica Wheaton-Howell

County Employee's Signature

April 20, 2021

Date

Monica Wheaton-Howell

8131 Lead Specialist

Typed or Printed Name

Classification Title

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim Services
Unit, ou=Victim Compensation Unit,
email=maria.miguel@sfgov.org, c=US
Date: 2021.04.21 12:14:04 -07'00'

4/21/2021

Manager/Supervisor Signature

Date

Maria Miguel

8135/Victim Comp. Supervisor

Type or Printed Name

Classification Title

San Francisco

S21-018

County

Contract Number

ATTACHMENT 12

California Victim Compensation Board

Acknowledgement of Policies

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Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SF DA Victim Services Unit,
ou=Victim Compensation Unit,
email=maria.miguel@sfgov.org, c=US
Date: 2021.04.20 12:23:56 -07'00'

County Employee's Signature

April 20, 2021

Date

Maria Miguel

Typed or Printed Name

8135/Victim Comp. Supervisor

Classification Title

GENA CASTRO

Digitally signed by GENA
CASTRO RODRIGUEZ

RODRIGUEZ

Date: 2021.04.20 12:46:38 -07'00'

Manager/Supervisor Signature

April 20, 2021

Date

Gena Castro Rodriguez

Type or Printed Name

Deputy Chief/ Victim Services

Classification Title

San Francisco

County

S21-018

Contract Number

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California Victim Compensation Board
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County Employee's Signature

Rommel Castelo

Typed or Printed Name

Maria Miguel

Digitally signed by Maria Miguel
DN: cn=Maria Miguel, o=SFDA Victim Services Unit, ou=Victim
Compensation Unit, email=maria.miguel@sf.gov, c=US
Date: 2021.04.20 16:53:45 -0700

April 20, 2021

Date

Claims Specialist

Classification Title

4/20/2021

Date

Manager/Supervisor Signature

Maria Miguel

Type or Printed Name

Victim Comp. Unit Supervisor

Classification Title

City & County of San Francisco

County

S21-018

Contract Number

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California Victim Compensation Board
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| | |
|--|---|
|  _____ County Employee's Signature | <u>4/20/2021</u> _____ Date |
| <u>Imani Carter</u> _____ Typed or Printed Name | <u>Claim Specialist I</u> _____ Classification Title |
| Maria Miguel <small>Digitally signed by Maria Miguel DN: cn=Maria Miguel, o=SFDA Victim Services Unit, ou=Victim Compensation Unit, email=maria.miguel@sfgov.org, c=US Date: 2021.04.20 15:56:47 -0700</small> _____ Manager/Supervisor Signature | <u>4/20/2021</u> _____ Date |
| <u>Maria Miguel</u> _____ Type or Printed Name | <u>Victim Comp. Unit Supervisor</u> _____ Classification Title |
| <u>San Francisco</u> _____ County | <u>S21-018</u> _____ Contract Number |

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY 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 |
| County of San Francisco District Attorney's Office | 94-6000417 |

By (Authorized Signature)

Eugene Clendinen

Digitally signed by Eugene Clendinen
Date: 2021.05.24 08:58:01 -07'00'

Printed Name and Title of Person Signing

Eugene Clendinen, Chief, Administration and Finance

| | |
|---------------|---------------------------|
| Date Executed | Executed in the County of |
| 05/24/2021 | 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 or termination of the Agreement or both and Contractor may be ineligible 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 seq.)

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 immediately 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 lesser of 30 multiplied by the number of full time attorneys in the firm'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:

a. All Contractors contracting for the procurement or 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 Sweatfree 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 or 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):

1). 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):

1). 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 other than payment of each meeting of the board or commission, payment for preparatory time and 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 statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic 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.

6. 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. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



Chesa Boudin
District Attorney

July 28, 2021

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102

Dear Ms. Calvillo:

Attached please find a copy of the proposed Resolution for the Board of Supervisors approval, which retroactively authorizes the Office of the District Attorney to accept and expend a grant in the amount of \$2,530,990.23 from the California Victim Compensation Board for compensation to crime victims for the grant period July 1, 2021 through June 30, 2024.

The “retroactive” request is administrative in nature. The Department has met the City’s requirement to appropriate grant funding prior to beginning any grant activities. The California Victim Compensation Board Program is a recurring grant with a start date of July 1st. This recurring grant was included in the annual department budget submission and approved as part of the Annual Appropriation Ordinance. As such we have met the City’s requirements for appropriating grant funds. Although we are not required to obtain a separate Board of Supervisors Resolution under Admin Code 10.170, the funding agency, the California Victim Compensation Board requires a separate copy of a Board of Supervisors Resolution.

The purpose of the grant is to provide the following services for victims of crime: verification and review of applications for victim compensation; overpayment processing to correct any error made and to collect monies owed; administer emergency expenses under Government Code (GC) section 13952.5, subdivision (c); and outreach and training to stakeholders and members of the public within the designated service area.

The following is a list of accompanying documents:

- Grant Information Form
- Grant Budget
- Grant Application
- Grant Award Letter



Chesa Boudin
District Attorney

We respectfully request an expedited resolution. The City and County of San Francisco's FY 2021-22 and FY 2022-2023 Budget and Appropriation Ordinance includes this recurring grant; however, it does not meet the California Victim Compensation Board resolution requirements, thus, a separate resolution is necessary. If you have any questions, please contact Tara Anderson at Tara.Anderson@sfgov.org.

A handwritten signature in black ink, reading "Chesa Boudin".

Chesa Boudin

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Lorna Garrido, Grants and Contracts Manager
DATE: July 30, 2021
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: CalVCB – Compensation for Crime Victims

Attached please find the original* and 1 copy of each of the following:

- ☒ Proposed grant resolution; original* signed by Department, Mayor, Controller
- ☒ Grant information form, including disability checklist
- ☒ Grant budget
- ☒ Grant application
- ☒ Grant award letter from funding agency
- ☐ Ethics Form 126 (if applicable)
- ☐ Contracts, Leases/Agreements (if applicable)
- ☒ Other (Explain): Cover letter for Department submission

Special Timeline Requirements:

Please schedule at the earliest available date.

Departmental representative to receive a copy of the adopted resolution:

Name: Lorna Garrido

Phone: (628) 652-4035

Interoffice Mail Address: DAT, 350 Rhode Island Street, North Building, Suite 400N

Certified copy required Yes ☐

No ☒

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).