



MICHAEL N. FEUER
City Attorney

MEMORANDUM

To: The Honorable Eric Garcetti Honorable Members of City Council
Mayor of Los Angeles City of Los Angeles
City Hall City Hall
Los Angeles, CA 90012 Los Angeles, CA 90012
Attention: Mandy Morales Attention: Patrice Lattimore

From: Janette Flintoft, Director of Grants Operations 

Date: August 7, 2019

Re: FY 2019/20 Joint Powers of Verification Unit Continuation Funding - Year 2/3
CF# 18-0529

Transmitted herewith for Mayor and City Council consideration is FY 2019/20 continuation funding totaling \$772,076. Council previously accepted a three year grant award (July 1, 2018 to June 30, 2021 – Council File #18-0529) to maintain the operations of this unit to provide claims verification for victims. For FY 2019-20 one contracted staff member will convert to a full-time Witness Service Coordinator on an existing, vacant WSC position.

JPVU enhances the City's existing services by allowing the program to expedite the "Victims of Crime Compensation Claims" verification and reimbursement process for victims who are entitled to financial assistance. The JPVU grant is funded through the State Victim Compensation and Government Claims Board. Government Code Section 13959 states that it is in the public interest to assist residents of the State of California in obtaining restitution for the pecuniary losses they suffer as a direct result of criminal acts. Under this code, certain victims of crime may receive payment for unreimbursed losses directly resulting from a crime.

During the first eleven months of FY 2018-19 (July 1, 2018 through May 31, 2019), JPVU processed 3,817 new claims and 4,548 bills related to medical/mental health expenses, loss of support, wage loss, funeral/burial and/or moving/relocation expenses for ongoing claims previously processed. The value of FY 2018-19 claims processed has exceeded \$3.98 million.



City of Los Angeles
Grant Award Notification and Acceptance

Recipient Department			
This Grant Award is: <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation/Renewal <input type="checkbox"/> Supplemental <input type="checkbox"/> Suballocation			
Grants Coordinator:	Janette Flintoft	E-Mail: janette.flintoft@lacity.org	Phone: 213-978-8100
Project Manager:	Derek Tennell	E-Mail: derek.tennell@lacity.org	Phone: 213-978-4518
Department/Bureau/Agency:	City Attorney		Date: 8/7/2019

Grant Information			
Name of Grantor: California State Victim Compensation and Government Claims Board		Pass Through Agency:	
Grant Program Title: Joint Powers Verification Unit, FY 2019-20		Notification of Award Date: 04/15/2019	
Funding Source (Public / Other)	Grant Type: Non-Competitive/Formula	Funds Disbursement: Reimbursement	Agency's Grant ID: CFDA#: 18-0529 Other ID#: eCivis ID#: LAC0053
Match Requirement:	None	Amount:	\$0.00 %Match 0
Match Type:	N/A	Identify Source of Match:	
Fiscal Information:	Awarded Funds: \$772,076.00	Match/In-Kind Funds: \$0.00	Additional/Leverage Funds: \$264,657 Total Project Budget: \$1,036,630

Approved Grant Budget Summary				
Category	Awarded	Match	Additional	Explanation
Personnel				
Salaries and Wages				
Personal Expenses	\$527,525.00	\$0.00		Salaries
Personal Expenses	\$240,657.00	\$0.00		Benefits
Materials/Supplies				
Operating Expenses	\$1,197.00	\$0.00		Equipment Rental
Operating Expenses	\$1,197.00	\$0.00		Office Supplies
Operating Expenses	\$1,500.00	\$0.00		Training/Travel
Indirects		\$264,657		
Total	\$772,076.00	\$264,657		

Approved Project	
Descriptive Title of Funded Project: Joint Powers Verification Unit, FY 2019-20	
Performance Period Start/End Dates (Month/Day/Year):	Citywide: Yes
Start: 07/01/2019 End: 06/30/2020	Affected Council District(s): All
	Affected Congressional District(s):
Purpose: Funding will support provision of claims administration to recover pecuniary losses as a result of a crime.	
Identify Internal Partners (City Dept/Bureau/Agency):	
Identify External Partners:	

Summary
Please provide a project summary including goals, objectives (metrics), specific outcomes, and briefly describe the activities that will be used to achieve these goals. You may attach an additional sheet of paper if necessary.
The grant is funded through the State Victim Compensation and Government Claims Board. Government Code Section 13959 states that it is in the public interest to assist residents of the State of California in obtaining restitution for the pecuniary losses they suffer as a direct result of criminal acts. Under that code, certain victims of crime may receive payments for unreimbursed losses directly resulting from this crime. The Joint Powers of Verification Unit enhances the City's existing services by allowing the program to expedite the Victims of Crime Compensation Claims verification and reimbursement process for victims who are entitled to financial assistance. The County has advised the City of the States decision to approve the grant award and has confirmed its intent to make the \$772,076 available to the City for the continued operation of the Joint Powers of Verification Unit for the fiscal year 2019-20. Program expenditures will be reimbursed through the County of Los Angeles upon submission of monthly invoices.

Recommendations

Please provide a complete list of necessary actions for implementation, including acceptance of the award by the City, Controller instructions for fund and accounts set-up, coordination of project activities (such as contract and position authorities).

1. AUTHORIZE the City Attorney or designee to accept and execute the grant award agreement in the amount of \$772,076 for continuation funding in support of the Joint Powers of Verification Unit from July 1, 2019 to June 30, 2020.
2. ACCEPT the funding in the amount of \$772,076 from the State Victim Compensation and Government Claims Board and the County of Los Angeles.
3. AUTHORIZE the Controller to:
 - a. Establish a receivable for this program by \$772,076 from the State Victim Compensation and Government Claims Board and the County of Los Angeles
 - b. Establish within Fund No. 368/12 the following appropriation account, No. 12R551 – FY 19-20 Joint Powers Verification Unit, in the amount of \$772,076
 - c. Upon receipt of grant funds and approval of grant expenses, TRANSFER up to \$240,657 from Fund 368/12, Account 12R301 to Fund 100/12, Revenue Source 5346 Related Cost Reimbursement – grant funds for grant related indirect costs.
4. INSTRUCT the City Clerk to place on the agenda for the first regular Council meeting on July 1, 2019, or shortly thereafter, the following action relative to the FY 19-20 Joint Powers Verification Unit:
 "Authorize the Controller to transfer \$527,525 from Fund 368/12, Account 12R551 to Fund 100/12, 001010, Salaries General for grant related salary expenses."
5. AUTHORIZE the City Attorney or designee to prepare Controller instructions for any necessary technical adjustments, subject to the approval of the City Administrative Officer, and instruct the Controller to implement the instructions.

Fiscal Impact Statement

Please describe how the acceptance of this grant will impact the General Fund. Provide details on any additional funding that may be required to implement the project/program funded by this grant.

The General Fund contribution is \$264,554 for related indirect cost (Central Service and Department Administration) not reimbursed from the grant.

Acceptance Packet

The above named Department has received an award for the Grant Program identified above, accepts full responsibility for the coordination and management of all Grant funds awarded to the City, and will adhere to any policies, procedures and compliance requirements set forth by the Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. The following items comprise the Acceptance Packet and are attached for review by the CAO Grants Oversight Unit:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Grant Award Notification and Acceptance | <input type="checkbox"/> Copy of Award Notice |
| <input checked="" type="checkbox"/> Grant Project Cost Breakdown (Excel Document) | <input checked="" type="checkbox"/> Copy of Grant Agreement (if applicable) |
| <input checked="" type="checkbox"/> Detail of Positions and Salary Costs (Excel Document) | <input type="checkbox"/> Additional Documents (if applicable) |

Department Head Name:

Department Head Signature:

Date:

For CAO Use Only

The Office of the City Administrative Officer, Grants Oversight Unit has reviewed the information as requested, and has determined that the Acceptance Packet is:

- Complete The Acceptance Packet has been forwarded to appropriate CAO analyst
- Returned to Department (Additional information/documentation has been requested.)
- Flagged (See comments below.)

Comments:

CAO Grants Oversight Unit Signature:

Date:

Name of County Los Angeles
Contract Number _____

FY 2019-20

PERSONNEL SERVICES
Salaries and Wages

Employee Name	Cal/VP Position	County Position/Class	#FTE	X	Pay Rate	X	Time (hrs per year)	Contract Amount
D Tennell	D	Admn Coordinator IV	0.025		\$71.90-\$73.52		52	\$ 3,823
A Morales	S	Admn Coordinator I	1.00		\$40.50-\$41.41		2088	\$ 86,467
B Blackshear	CA	Witness Service Coordinator	1.00		\$33.32-\$34.24		2088	\$ 71,485
A Silva	CA	Witness Service Coordinator	1.00		\$33.32-\$34.24		2088	\$ 71,485
L Yanez	CA	Witness Service Coordinator	1.00		\$33.32-\$34.24		2088	\$ 71,485
G Alfaro	CA	Witness Service Coordinator	1.00		\$26.82-\$27.66		2088	\$ 57,540
G Preno	CA	Witness Service Coordinator	1.00		\$26.32-\$29.10		2088	\$ 60,758
D Morales	CS	Legal Clerk I	1.00		\$25.29-\$25.99		2088	\$ 54,258
B Zuniga	CA	Witness Service Coordinator	1.00		\$23.41-\$24.05		2088	\$ 50,224

Total Salaries and Wages **\$ 527,525**

Fringe Benefits

Employee Name	Cal/VP Position	Position/Class	#FTE	X	Pay Rate	X	Time	Contract Amount
D Tennell	D	Admn Coordinator IV	0.025		45.62%		52	\$ 1,744
A Morales	S	Admn Coordinator I	1.00		45.62%		2088	\$ 39,446
B Blackshear	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 32,611
A Silva	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 32,611
L Yanez	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 32,611
G Alfaro	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 26,250
G Preno	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 27,718
D Morales	CS	Legal Clerk I	1.00		45.62%		2088	\$ 24,752
B Zuniga	CA	Witness Service Coordinator	1.00		45.62%		2088	\$ 22,912

Total Fringe Benefits **\$ 240,657**

TOTAL PERSONNEL SERVICES **\$ 768,182**

CONTINUE ON NEXT PAGE

Name of County _____
Contract Number _____

FY 2019-20

OPERATING EXPENSES

	Contract Amount
Rent (Square feet=_____)	
Utilities	
Insurance	
Equipment rental	\$ 1,197
Equipment repair	
Office supplies	\$ 1,197
Telephone	
Postage	
Expendable equipment (non-capitalized assets)	
Overhead	\$ -
Training	\$ 1,500
Data Processing	
Other (Contract Witness Service Coordinator)	\$ -
Travel - Meetings, conferences	\$ -
Travel - Training	\$ -

TOTAL OPERATING EXPENSES **\$ 3,894**

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR **\$ 772,076**

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

Does your county direct any non-VCGB funding toward the services provided under this contract? Yes No
If yes, please list any additional funds provided for operation of this verification unit.

Source of funding	Amount
Personnel Services	
Operating Expenses	
Other	
Related Cost (CAP 40 45.62% - 50.15%) - General Fund	\$ 264,554
Total	\$ 264,554

County Budget Officer Contact Information:
Name: _____
Phone Number: _____
Email Address: _____

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF
LOS ANGELES FOR THE CALIFORNIA VICTIM COMPENSATION BOARD
CLAIMS VERIFICATION PROGRAM**

THIS AGREEMENT, is made and entered into this day of April 25, 2019, in the County of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the State of California (hereinafter referred to as **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as **CITY**), and both of whom collectively are referred to as **PARTIES**;

WITNESSETH

WHEREAS, the **COUNTY**, pursuant to Penal Code Section 13835, et seq., has designated the Office of the District Attorney through its Victim-Witness Assistance Program as the major provider of comprehensive services to victims and witnesses of all types of crimes; and

WHEREAS, the **COUNTY** has been awarded funds in the amount of **\$9,264,912** for a three-year period from the **CALIFORNIA VICTIM COMPENSATION BOARD** (hereinafter referred to as CalVCB), of which **\$6,948,684**, or **\$2,316,228** for each year, will be utilized by the **COUNTY**; the remainder, **\$2,316,228**, or **\$772,076** for each year, will be allocated to the **CITY** as a subgrantee to provide completed claim verifications for the period of July 1, 2018 to June 30, 2021; and

WHEREAS, the **CITY** desires to continue its participation in such a program for the verification of victims' claims filed within the **CITY**; and

WHEREAS, the **CaIVCB** has established Program guidelines which provide that there will be only one Program provider in each county; and

WHEREAS, **THE CITY** desires to continue its participation in such a program for the verification of victims' claims filed within the **CITY**; and

WHEREAS, the **CITY** has the capability of providing such services;
NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

1. **SCOPE OF SERVICES:**

The **CITY** shall provide services to submit and verify claims for the unreimbursed financial losses of crime victims within the boundaries of the City of Los Angeles, as set forth herein and as set forth in the **CalVCB** Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference.

2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to commence on or after July 1, 2018, and shall terminate on June 30, 2021.

3. **ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or her designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The **CITY** shall designate a specific agent who shall have full authority to act for the **CITY** with regard to the **CITY's** performance pursuant to this Agreement.

C. The District Attorney's Victim-Witness Assistance Program and the City Attorney's Victim-Witness Assistance Program will adhere to all provisions set forth in the CalVCB Agreement. Should either party become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in the interests of the client population the programs serve.

4. **COMPLIANCE WITH LAWS AND DIRECTIVES:**

All **PARTIES** agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. All **PARTIES** also agree to comply with the guidelines set forth in the CalVCB Agreement.

5. **DISCRIMINATION:**

No person shall, on the grounds of race, sex, creed, color or natural origin, be excluded from participation in, be refused the benefits of, any activities, program or employment supported by this Agreement.

6. **COMPENSATION:**

In consideration of the services described herein, the **COUNTY** shall allocate to the **CITY**, as a subgrantee, an amount of money not exceeding the sum of seven hundred seventy-two thousand, seventy-six dollars (\$772,076) for each fiscal year, during the period of July 1, 2018 through June 30, 2021 which payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly basis. The **CITY** will be paid by the **COUNTY** out of funds received from the **CalVCB**. Any such payments shall be contingent upon the availability of **CalVCB** funds and shall not be charged upon any other funds of the **COUNTY**. If the **COUNTY** does not receive the full amount promised by the **CalVCB** as set forth in this Agreement, the **CITY** acknowledges that its portion will be reduced in an amount to be solely determined by the **COUNTY**.

7. **ACCOUNTING:**

The **CITY** must establish and maintain on a current basis an adequate accounting system in accordance with the U.S. General Accounting Office Standards for audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office.

8. **CHANGES IN AGREEMENT AMOUNT:**

The **COUNTY** reserves the right to reduce the Agreement amount when the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the **CITY**, but are to be solely determined by the **COUNTY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY's** Project Director.

9. **PROGRAM EVALUATION AND INSPECTION:**

The **CITY** shall make available to the **COUNTY**, the Comptroller of the State of California, the **CaIVCB** and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial, and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement. The **CITY** shall permit the **COUNTY** and/or the **CaIVCB** and their authorized representatives to inspect and review its facilities and program operation from time to time as may be requested by the **COUNTY**, and/or the **CaIVCB**. Said representatives may monitor the operations of this Agreement to assure compliance with all applicable Federal, State and local laws and regulations. In the event that any such inspection reveals violation of any provision of this

Agreement and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of such termination.

10. **TERMINATION AND TERMINATION COSTS:**

This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party. The **COUNTY** may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in **CalVCB** funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered up to the point of the termination notice, and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination and to the extent **CalVCB** funds are available. Payment shall be made only upon filing with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the date of termination.

11. **INDEPENDENT STATUS:**

Both **PARTIES** hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agent of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

12. **ASSIGNMENT:**

No performance of this Agreement or any section thereof may be assigned or subcontracted by the **CITY** without the express written consent of the **COUNTY** and any attempt by the **CITY** to assign or

subcontract any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

13. **HOLD HARMLESS:**

A. Neither the **COUNTY** nor any officer or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its officers and employees, harmless from any liability occurring by reason of anything done or omitted to be done by the **CITY** or any officer or employee thereof under or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement.

B. Neither the **CITY**, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers and employees, harmless from any liability imposed by reason of anything done or omitted to be done by the **COUNTY**, of any officer or employee thereof, under or in connection with any authority or jurisdiction delegated to the **COUNTY** under this Agreement.

14. **MONITORING:**

The **COUNTY** shall have the authority to cause regular monitoring of this Agreement to verify that the **CITY** is operating in accordance with the **CaIVCB** Agreement and the services to be performed thereto.

15. **NOTICES:**

Notices and other correspondence shall be sent to the **COUNTY** as follows:

Jackie Lacey
District Attorney
County of Los Angeles
211 West Temple Street, Suite 1200
Los Angeles, CA 90012
Attention: Bureau of Administrative Services

Notices and other correspondence shall be sent to the **CITY** as follows:

Leela A. Kapur
Executive Assistant City Attorney
800 City Hall East, 8th floor
200 N. Main Street
Los Angeles, CA 90012

16. **AMENDMENTS AND VARIATIONS:**

This writing embodies the whole of the Agreement of the **PARTIES** hereto. There are no oral agreements not contained herein. No addition or variation of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

17. **WAIVER:**

No waiver by the **COUNTY** of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the **COUNTY** to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-

paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. **ALTERATION OF TERMS:**

This writing fully expresses all understandings between the **PARTIES** concerning the matters covered herein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the **PARTIES**, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

19. **GOVERNING LAW, JURISDICTION AND VENUE:**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. The **PARTIES** agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

IN WITNESS WHEREOF, the **COUNTY** and the **CITY** enter into this Agreement for the **CalVCB** program to be signed by its duly authorized officers.

County of Los Angeles

By  _____
JACKIE LACEY
District Attorney

APPROVED AS TO FORM BY
COUNTY COUNSEL:

MARY C. WICKHAM

By  _____
Nancy M. Takade
Principal Deputy County Counsel

City of Los Angeles

By  _____
MICHAEL N. FEUER
City Attorney

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

AGREEMENT NUMBER VC-8048
REGISTRATION NUMBER

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

STATE AGENCY'S NAME CALIFORNIA VICTIM COMPENSATION BOARD
CONTRACTOR'S NAME COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: **JULY 1, 2018** through **JUNE 30, 2021**

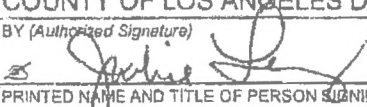
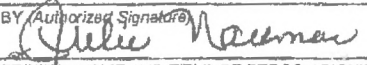
3. The maximum amount of this Agreement is: **\$9,264,912.00**
 Nine million, two hundred sixty-four thousand, nine hundred twelve dollars

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.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	4 Pages
Attachment III – CalVCB Fraud Policy (Memo 17-004)	3 Pages
Attachment IV – Training Request Form	2 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Password Policy (Memo 17-012)	6 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	2 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages

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 <http://www.dqs.ca.gov/ois/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an Individual, state whether a corporation, partnership, etc.) COUNTY OF LOS ANGELES DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10/10/18	
PRINTED NAME AND TITLE OF PERSON SIGNING JACKIE LACEY, DISTRICT ATTORNEY		
ADDRESS 211 WEST TEMPLE STREET, SUITE 1200, LOS ANGELES, CA 90012		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA VICTIM COMPENSATION BOARD		
BY (Authorized Signature) 	11.28.18	
PRINTED NAME AND TITLE OF PERSON SIGNING Julie Nauman, Chief Executive Officer		
ADDRESS 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

**EXHIBIT A
SCOPE OF WORK**

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

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

**EXHIBIT A
SCOPE OF WORK**

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

County of	Los Angeles
Office	Victim Witness Center
Address	3204 North Rosemead Blvd., Suite 200
City, State, Zip	El Monte, CA 91731

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

State Agency:	California Victim Compensation Board	Contractor:	County of Los Angeles, District Attorney
Name:	Dionne C. Bell-Rucker,	Name:	Michele Daniels

**EXHIBIT A
SCOPE OF WORK**

County Liaison and Support Section Manager	
Phone: (916) 491-3512	Phone: (626) 927-2525
Fax: (916) 491-6435	Fax: (626) 569-9541

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of Los Angeles, District Attorney
Section/Unit: Business Services Branch	Section/Unit: Grants Section
Attention: Ryan Metzger, Contract Analyst	Attention: Tuppence MacIntyre
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 211 West Temple Street, Suite 200, Los Angeles, CA 90012
Phone: (916) 491-3877	Phone: (213) 257-2777
Fax: (916) 491-6413	Fax: (213) 633-0906

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

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

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

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

2. BUDGET CONTINGENCY CLAUSE

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

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

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

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

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

3. PROMPT PAYMENT CLAUSE

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

4. COST LIMITATION

The total amount of this agreement shall not exceed \$3,088,304.00 for fiscal year 2018/2019, \$3,088,304.00 for fiscal year 2019/2020, and \$3,088,304.00 for fiscal year 2020/2021. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CalVCB. The funding of this contract may be changed by written amendment to the contract, upon approval of CalVCB.

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

5. REDUCTION OF CONTRACT AMOUNT

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

EXHIBIT B-1

MODIFIED BUDGET WORKSHEET

(Rev 2/15)

Page 1

Name of County
Contract Number

Los Angeles County - District Attorney's Office
VC-8048

FY 2018-2019

PERSONNEL SERVICES
Salaries and Wages

Employee Name	CalVCP Position	County Position/Class	#FTE X	Salary Rate X	% Work Assignment	Annual Salary
DANIELS, MICHELE	D	PROGRAM DIRECTOR	1.00	\$ 21,109.57	1%	\$ 2,336
BODIN, LYDIA	L	ASST PROG DIRECTOR	1.00	\$ 15,395.45	1%	\$ 1,704
WALLACE, MICHELLE	L	ASST PROG ADMIN	1.00	\$ 6,543.74	100%	\$ 72,408
AYALA, JOHN	CS	ITC	1.00	\$ 3,634.10	100%	\$ 40,212
CUBA, TYKEISHA	CS	ITC	1.00	\$ 3,634.10	100%	\$ 40,212
SHORTS, CHEREE	CS	IC	1.00	\$ 3,547.10	100%	\$ 39,249
LAI, DON	CS	ITC	1.00	\$ 3,634.10	100%	\$ 40,212
HINOJOSA, ERIKA	CS	ITC	1.00	\$ 3,634.10	100%	\$ 40,212
REYNOSO, ALEJANDRO	CS	LOSA I	1.00	\$ 4,868.00	50%	\$ 26,933
TYRONE, MONIQUE	CS	SR SEC V	1.00	\$ 6,244.56	50%	\$ 34,549
VIZCARRA, SONIA	CS	STC	1.00	\$ 4,096.18	100%	\$ 45,325
CROSS, KARALINA	S	SPVG VSR	1.00	\$ 5,359.00	100%	\$ 59,298
LOPEZ, ALEJANDRA	S	SPVG VSR	1.00	\$ 5,359.00	100%	\$ 59,298
SEBASTIAN, ANNA	S	SPVG VSR	1.00	\$ 5,359.00	100%	\$ 59,298
CADENA, WENDY (VSR I)	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
D'SILVA, LOREN	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
GARCIA, KATHY	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
HUGGINS, AUDREY	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
LAM, KEVIN	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
DE SILVA (LEAO), AMY	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
LEYVA, VANESSA	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
MARTINEZ, FIDEL	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
MARTINEZ, JACQUELINE	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
MOLEZION, CLINT	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
PEREZ, ELIZABETH	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
PITALLANO, ANALIE	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
RIVAS, MARIYA	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
ROJAS, JOSE	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
TANDO, ENRILE JR.	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
TORRES, CELESTINA	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
UYEHARA, BRIAN	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
BERRY, JESSICA	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
FLETES, FABIOLA (VSR I)	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391
MIMMS-EMANNUEL, SKYLAR (VSR I)	CA	VSR II	1.00	\$ 4,554.00	100%	\$ 50,391

Salaries and Wages

\$ 1,589,066

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MODIFIED BUDGET WORKSHEET

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Name of County
Contract Number

Los Angeles County - District Attorney's Office
VC-8048

FY 2018-2019

Fringe Benefits

Employee Name	Ca/VCP Position	Position/Class	#FTE X	Annual Salary Pay Rate	Fringe Benefits Rate	Annual Benefits
DANIELS, MICHELE	D	PROGRAM DIRECTOR	1.00	\$ 2,336	59.659%	\$ 1,394
BODIN, LYDIA	L	ASST PROG DIRECTOR	1.00	\$ 1,704	59.659%	\$ 1,017
WALLACE, MICHELLE	L	ASST PROG ADMIN	1.00	\$ 72,408	59.659%	\$ 43,198
AYALA, JOHN	CS	ITC	1.00	\$ 40,212	59.659%	\$ 23,990
CUBA, TYKEISHA	CS	ITC	1.00	\$ 40,212	59.659%	\$ 23,990
SHORTS, CHEREE	CS	IC	1.00	\$ 39,248	59.659%	\$ 23,416
LAI, DON	CS	ITC	1.00	\$ 40,212	59.659%	\$ 23,990
HINOJOSA, ERIKA	CS	ITC	1.00	\$ 40,212	59.659%	\$ 23,990
REYNOSO, ALEJANDRO	CS	SR SEC V	1.00	\$ 26,933	59.659%	\$ 16,068
TYRONE, MONIQUE	CS	LOSA I	1.00	\$ 34,549	59.659%	\$ 20,612
VIZCARRA, SONIA	CS	STC	1.00	\$ 45,325	59.659%	\$ 27,040
CROSS, KARALINA	S	SPVG VSR	1.00	\$ 59,298	59.659%	\$ 35,377
LOPEZ, ALEJANDRA	S	SPVG VSR	1.00	\$ 59,298	59.659%	\$ 35,377
SEBASTIAN, ANNA	S	SPVG VSR	1.00	\$ 59,298	59.659%	\$ 35,377
CADENA, WENDY (VSR I)	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
D'SILVA, LOREN	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
GARCIA, KATHY	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
HUGGINS, AUDREY	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
LAM, KEVIN	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
DE SILVA (LEAO), AMY	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
LEYVA, VANESSA	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
MARTINEZ, FIDEL	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
MARTINEZ, JACQUELINE	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
MOLEZION, CLINT	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
PEREZ, ELIZABETH	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
PITALLANO, ANALIE	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
RIVAS, MARIYA	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
ROJAS, JOSE	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
TANDO, ENRILE JR.	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
TORRES, CELESTINA	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
UYEHARA, BRIAN	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
BERRY, JESSICA	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
FLETES, FABIOLA (VSR I)	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063
MIMMS-EMANUEL, SKYLR (VSR I)	CA	VSR II	1.00	\$ 50,391	59.659%	\$ 30,063

Total Fringe Benefits

\$ 936,096

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MODIFIED BUDGET WORKSHEET

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Name of County Los Angeles County - District Attorney's Office FY 2018-2019
Contract Number VC-8048

OPERATING EXPENSES

Contract Amount

Indirect Cost (Allowable 10% of Modified Total Direct Costs - 2 CFR 200.66)	250,516	_____
Rent (Square feet=_____)		_____
Utilities		_____
Insurance		_____
Equipment rental		_____
Equipment repair		_____
Office supplies	16,800	_____
Telephone	2,400	_____
Postage	1,500	_____
Expendable equipment (non-capitalized assets)		_____
Overhead		_____
Training/Conference/Seminar	10,200	_____
Data Processing		_____
Other		_____
Travel/Mileage	3,000	_____
Equipment		_____

TOTAL OPERATING EXPENSES (shall not exceed 18% of the entire amount awarded) \$ _____

ADJUSTMENTS \$ (188,934)

LA CITY ATTORNEY \$ 772,076

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR \$ 3,088,304

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

Does your county direct any non-VCGCB 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	District Attorney's General Fund	\$ 188,934
Operating Expenses	District Attorney's General Fund	\$ 284,416
Other		
	Total	\$ 473,350

County Budget Officer Contact Information:

Name: Norbert Ruiz
Phone Number: (213) 257-2832
Email Address: nruiz@da.lacounty.gov

Handwritten signature and date: 1/26/18

**EXHIBIT C
GENERAL TERMS AND CONDITIONS**

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall submit by mail, email, or fax to CalVCB, in accordance with state law, a signed Statement of Economic Interests (Form 700) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members. The Form 700 must be mailed, emailed or faxed within five (5) business days of hiring new staff and, thereafter, must be submitted on an annual basis. The Contractor shall submit Form 700 no later than 30 days from CalVCB's request each year. Upon the resignation or termination of a staff person as described in this paragraph, the Contractor shall submit a final Form 700 within ten (10) business days.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions related to this contract, reassigning personnel to or from the workgroup funded by this contract, or changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval of such requests will be based upon CalVCB's review of the Contractor's workload, performance, and availability of funds. Personnel assigned to this contract shall possess the appropriate knowledge, skills and abilities to successfully perform the work. Hiring, transfers, or promotions of key personnel, such as program Managers, Supervisors and Leads must be approved in writing by the CalVCB CLASS Manager.
- c. The Contractor shall notify CalVCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two weeks. When the staff person is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the Contractor for that period of time only if the staff person accrued leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at CalVCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist or victim advocate, with the exception of the director of the county victim assistance program.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county victim assistance program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Division or the Deputy Executive Officer's designee. The

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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

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

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

2. INCOMPATIBLE ACTIVITIES

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

- 1. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under CalVCB.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Disclose any confidential information to anyone, including, but not limited to, victim advocates, community-based organizations, law enforcement, prosecutors and others, except as required by law or authorized by the CalVCB. Confidential!

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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

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

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

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

3. PERFORMANCE ASSESSMENT

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

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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

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

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

6. MOVING

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. CalVCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
7. The Contractor shall obtain written authorization from CalVCB to relocate computer terminals far in advance as possible before any planned move. The request should be emailed to the CLASS Manager or designee for approval.
8. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
9. The Contractor's Information Technology Department must notify CalVCB's Information Technology Section and CLASS of any change of a public internet protocol (IP) address within one business day.
10. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. CalVCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

- a. Written request and approval prior to purchase

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

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

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

- b. Purchase of Information Technology Equipment

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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

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

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

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

CalVCB requires the Contractor to purchase a maintenance agreement that provides on-site support within 24 hours.

All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

CalVCB reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used and operating in a manner consistent with State policy and the terms of this contract. All personal computers should be using the following hardware, or an approved equivalent, which is the current standard for CalVCB:

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

The Contractor shall obtain prior written authorization from CalVCB prior to installing any equivalent or additional software on CalVCB purchased or reimbursed equipment. Requests should be immediately directed to the CLASS Manager or designee.

8. OPERATING EXPENSES

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

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

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

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

10. INVENTORY

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

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

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

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

11. CONFIDENTIALITY OF RECORDS

- 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 shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by CalVCB (refer to CalVCB Information Security Policy Memo 17-008, Attachment I to this contract). This shall apply regardless of whether or not the services for such staff persons are paid for by CalVCB.
- b. CalVCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by CalVCB's Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Division.

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

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

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

- d. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB records by such staff persons.
- e. The Contractor shall annually submit to CalVCB the confidentiality statements (see Attachment II) signed by each staff member performing services under this contract, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff. The Contractor should submit via mail, email or fax confidentiality statements for all staff no later than July 30 of each year. Access to CalVCB claims management database will be granted upon receipt of the signed confidentiality statements.

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

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

12. SUBPOENAS

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

In cases where documents are being 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.

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13. RETENTION OF RECORDS

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

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

14. SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

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

16. REGULATIONS AND GUIDELINES

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

17. COMPLIANCE WITH CALVCB POLICY

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

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

18. SECURITY AND PRIVACY COMPLIANCE

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

- a. Attempt to access the Cares2 application from any location other than their assigned work location. Remote access is only permitted with prior written approval from the CaVCB Deputy Executive Officer of the Victim Compensation Division.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl+Alt+Delete).
- e. Leave documents with Personal Identifiable Information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Visit untrusted websites or open any attachments or links from untrusted email.
- g. Uninstall or disable anti-virus software and automatic updates.
- h. Install any unauthorized or unlicensed software.
- i. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- j. Disclose any PII information to unauthorized users.
- k. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must send email containing PII information.
- l. Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's Information Security Officer, the Contractor's CLASS Liaison and the CLASS Manager.