

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-020

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

FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

JULY 1, 2023

THROUGH END DATE

JUNE 30, 2026

3. The maximum amount of this Agreement is:

\$269,109.00 (TWO HUNDRED SIXTY NINE THOUSAND, ONE HUNDRED NINE DOLLARS AND ZERO 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	6
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS	5
Exhibit B-1	BUDGET WORKSHEET	1
Exhibit C *	GENERAL TERMS AND CONDITIONS	GTC 04/2017
Exhibit D	SPECIAL TERMS AND CONDITIONS	11
Attachment 1	CRC PERFORMANCE PLAN MONTHLY	5
Attachment 2	CRC SPECIALIST MONTHLY ACTIVITY TIMESHEET	1
Attachment 3	MONTHLY ACTIVITY AND INVOICE FACT SHEET	1
Attachment 4	CALVCB CONFIDENTIALITY STATEMENT AND CERTIFICATION	3
Attachment 5	ACCEPTABLE USE OF TECHNOLOGY RESOURCES	5
Attachment 6	INFORMATION SYSTEMS SECURITY AND CONFIDENTIALITY ACKNOWLEDGMENT	2
Attachment 7	ACKNOWLEDGMENT OF POLICIES	1
Attachment 8	INFORMATION SECURITY POLICY	6
Attachment 9	PRIVACY POLICY	4
Attachment 10	PASSWORD POLICY	6
Attachment 11	COUNTY INVENTORY FORM	2
Attachment 12	BOARD RESOLUTION	

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>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

S23-020

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

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.)

FRESNO COUNTY DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS

2100 TULARE STREET

CITY

FRESNO

STATE

CA

ZIP

93721

PRINTED NAME OF PERSON SIGNING

Sal Quintero

ATTEST:

BERNICE E. SEIDEL

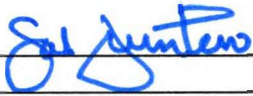
Clerk of the Board of Supervisors

County of Fresno, State of California

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

By Alexandra Vieira Deputy

DATE SIGNED

June 6, 2023

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

Lynda Gledhill

Digitally signed by Lynda Gledhill
Date: 2023.06.21 13:30:32 -07'00'

DATE SIGNED

6/21/23

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**EXHIBIT A
SCOPE OF WORK**

1. This Agreement is entered between Fresno County District Attorney's Office (Contractor or District Attorney's Office) and the California Victim Compensation Board (CalVCB).
2. The purpose of this Agreement is to increase the amount of restitution imposed on CalVCB's behalf. This Criminal Restitution Compact (CRC) contract assists in funding the work of CRC Specialists (hereinafter, "Specialist") in Fresno County District Attorney's Office who assist with the imposition of restitution on behalf of CalVCB for benefits paid to victims. This work helps maintain the health of the Restitution Fund for future victims.
3. Services shall be provided during the term of July 1, 2023, or upon final approval from the CalVCB, whichever occurs later, through June 30, 2026. No work shall begin before that time. The services shall be provided during the working hours of 8:00 AM through 5:00 PM, Monday through Friday, excluding State holidays. The parties may amend this Agreement as permitted by law.
4. The services shall be performed throughout the State of California at designated sites as agreed upon by CalVCB and Contractor.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

CONTRACTING AGENCY	CONTRACTOR
California Victim Compensation Board	Fresno County District Attorney's Office
Attention: Kim L. Gauthier, Chief Counsel	Attention: William Lacy
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 2100 Tulare Street, Fresno, CA 93721
Phone: 916-491-3507	Phone: (559) 600-7008
Fax: 916-491-6441	Fax: (559) 600-4400
Email: CriminalRestitutionCompact@victims.ca.gov	Email: wlacy@fresnocountyca.gov

**EXHIBIT A
SCOPE OF WORK**

For additional information, direct your inquiries to:

CalVCB	CONTACT INFORMATION
Genoveva Manzo, CRC Analyst	Email: Genoveva.Manzo@victims.ca.gov Phone: (916) 491-3851
Marjorie Rogers, CRC Analyst	Email: Marjorie.Rogers@victims.ca.gov Phone: (916) 491-3707
Gabriella Bellamy, CRC Analyst	Email: Gabriella.Bellamy@victims.ca.gov Phone: (916) 491-3671
Philippa Belliveau, CRC Unit Manager	Email: Philippa.Belliveau@victims.ca.gov Phone: (916) 491-3546
Custodian of Records	Email: custodianofrecords@victims.ca.gov

6. Either party may change any portion of the above contact information by providing thirty (30) days written notice of the change to the other party. No amendment of this agreement is needed to make such a change.
7. Contractor agrees to provide all labor, materials and incidentals necessary to provide the services described in this Agreement.
8. The CalVCB and the District Attorney's Office agree:
 - A. The Specialist shall assist the prosecuting attorney to ensure proper imposition of the following:
 - 1) Restitution orders in all cases involving an applicant who has filed an application with CalVCB and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
 - 2) Restitution fines on all convicted offenders;
 - 3) Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
 - 4) Diversion restitution fees in all cases in which the offender is diverted;
 - 5) Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
 - 6) Post-release community supervision revocation restitution fines in all cases in which the offender receives a sentence that is subject to post-release community supervision; and

**EXHIBIT A
SCOPE OF WORK**

- 7) Mandatory supervision restitution revocation fines in all cases in which the offender receives a sentence that is subject to mandatory supervision.
- B. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
 - C. The Specialist shall report to a supervisor designated by the District Attorney's Office, preferably a Chief Assistant or Deputy District Attorney (DDA), and agreed to by CalVCB.
 - D. The District Attorney's Office (or their designee) and CalVCB's Executive Officer (or their designee) shall meet as necessary to discuss the scope of work (SOW) or any other aspect of this contract.
 - E. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with CalVCB as they proceed through the adult and juvenile criminal justice systems. The Specialist must immediately contact CalVCB's CRC Analyst with specific information to prevent any potential overpayments on initial or subsequent applications if it is discovered the victim, derivative victim, or applicant is no longer eligible as defined under Government Code sections 13954 and/or 13956, including but not limited to any of the following reasons:
 - 1) Involvement in the crime
 - 2) Lack of cooperation with law enforcement or CalVCB
 - 3) Convicted of a violent felony or required to register as a sex offender (Penal Code section 290 registrants).
 - F. The DDA assigned to prosecute the criminal case, or their designee, may complete and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may have submitted an application for services to CalVCB. The Specialist may disclose, pre-conviction, the applicant's name, category of expense, and the amount of compensation disbursed for each victim in a pending, criminal case. Such disclosure is limited to either the district attorney or probation department upon written request. If either the DDA or defense desires additional information regarding the application or services provided prior to the conviction of an offender, they must personally serve a subpoena on CalVCB at 400 R Street, Sacramento, CA 95811. After the associated offender has entered a guilty plea or been convicted, the Specialist shall provide the District Attorney's Office with the amount of assistance granted by CalVCB, if any, for the purpose of obtaining a restitution order.

EXHIBIT A
SCOPE OF WORK

- G. The District Attorney's Office shall submit CalVCB's payment information (initial and subsequent), as described under SOW (Exhibit A) to the court and request the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a post release community supervision revocation restitution fine; a mandatory supervision revocation restitution fine; a restitution order for an amount equal to that amount which CalVCB has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if CalVCB has not made a payment on the associated application(s)).
- H. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide CalVCB's payment information and request the probation department include the information in the PSI. The Specialist shall contact parole, probation, or other supervising post-release agencies to modify orders.
- I. The Specialist shall enter into CalVCB's Compensation and Restitution Computer System's (Cares2) Criminal Disposition Tracking System (CDTS), the final disposition status of juvenile and/or adult criminal cases associated with applications filed with CalVCB within thirty (30) calendar days of the judge imposing the restitution order and fine. This deliverable may be used to assess a CRC's effectiveness, and failure to enter the information may impact current and future contract funding.
- J. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110 and/or Minute Order) is uploaded to CDTS and forwarded to the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS) at P.O. Box 942883, Sacramento, CA 94283-0001, or the local collection entity.
- K. The Specialist is required to scan and upload to CDTS the Pre-Conviction Disclosure Form, the Restitution Request Form, and other documents relevant to the restitution order and fine. Additionally, the Specialist is required to use the "Notes" feature in CDTS to document the status of the case.
- L. The Specialist shall monitor in Cares2 CalVCB's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via CDTS in the Post-Disposition Follow-Up Queue. CalVCB's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to

**EXHIBIT A
SCOPE OF WORK**

- have an offender returned to court for the imposition or modification of a restitution order by providing redacted bills, when necessary to substantiate any restitution orders requested.
- M. The Specialist shall notify CalVCB when they decline to seek a removal order to have an inmate transported to court for the imposition or modification of a restitution order when the amount of restitution sought is greater than \$1,500.00. The Specialist shall provide the following information to CalVCB's CRC Unit at CriminalRestitutionCompact@victims.ca.gov:
- 1) Application ID
 - 2) Defendant Name
 - 3) Court Case Number
 - 4) Sentencing Date
 - 5) Restitution Amount
 - 6) Reason a removal order was not sought
 - 7) Whether the trial court retained jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date
- N. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist will upload the amended CR-110, Abstract of Judgment, and/or Minute Order to CDTs and forward a copy to the CDCR-OVSRS at P.O. Box 942883, Sacramento, CA 94283-0001, or the local collection entity.
- O. The Specialist shall notify CalVCB's CRC Analyst, upon discovery, that the applicant filed a civil suit, vehicle insurance claim, workers' compensation claim, or any other type of recovery that could be used to offset losses the applicant incurred as a direct result of the crime.
- P. The Specialist shall respond to CalVCB on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine, order and offender information.
- Q. The Specialist shall respond to CalVCB's COR on restitution-related matters and/or CalVCB's Hearing and Appeals staff within three (3) business days of a request.
- R. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to identify and discuss ways to ensure the collection of, as well as increase the collections of, restitution orders and fines.

**EXHIBIT A
SCOPE OF WORK**

- S. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
 - T. The Specialist and their supervisor shall review and acknowledge all CalVCB policies as referenced in Special Terms and Conditions (Exhibit D) and attachments outlined on the front cover of this contract (STD 213), in accordance with the duties being performed under this contract.
 - U. The Specialist must perform the work described in the SOW (Exhibit A). The Specialist shall document their time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet (Attachment 2). The District Attorney's Office shall bill CalVCB only for the actual percentage of time the Specialist dedicates to CalVCB activities. Actual time is the time spent on CRC contract duties. This time includes vacation, sick, holidays or annual leave hours only if the staff person accrued the leave during the time the staff person was performing the functions described in this contract. Other time, including but not limited to, jury duty and industrial leave are not considered time worked on this contract and are to be paid by the county.
9. If there is any conflict between Attachments 1 through 12, and any provisions in the STD 213 Agreement, including Exhibits A, B, B-1, C, and D, the provisions in the Agreement shall prevail over the Attachments.

EXHIBIT B
INVOICING 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 District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the Budget Worksheet (Exhibit B-1).
- B. Invoices shall include the Agreement Number S23-020 and shall be submitted, upon completion of the invoice to: accountingmailbox@victims.ca.gov .
- C. Invoices shall include the contract number, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, benefits, and all other applicable line items as reflected in the Budget Worksheet (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) dedicated to CalVCB activities in a specific pay period (see Budget Worksheet (Exhibit B-1) detailing actual time). (Refer to the CalVCB Monthly Activity and Invoice Fact Worksheet (Attachment 3) for guidance on completing the timesheet.) The District Attorney's Office shall submit the following backup documentation with each of their invoices:
 - 1) Only one CalVCB CRC Specialist Monthly Activity Timesheet (Attachment 2) for each employee for the calendar month;
 - 2) County timesheets for each employee for the month;
 - 3) Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the month; and
 - 4) A copy of current leave balances showing beginning leave balances and time accrued for annual leave, vacation, and sick leave.
- D. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all types of bonus pay, monetary awards, and cash out of leave credits. Items not listed are subject to approval and payment at CalVCB's discretion.
- E. Invoices must be based on the hours worked in the calendar month, not on any other time period for which Specialists are paid.
- F. CalVCB reserves the right to deny any monetary adjustments to the contract, during the contract term, including Cost-of-Living Adjustments issued by the county.
- G. Fringe benefits charged to this contract are subject to CalVCB approval and

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

will be authorized only when consistent with benefits provided to or on behalf of State employees. Fringe benefits in excess of seventy-five percent (75%) will be subject to additional scrutiny.

- H. The District Attorney's Office must provide a breakdown of fringe benefits paid to each Specialist on the Budget Worksheet (Exhibit B-1). CalVCB may request backup documentation to support the amount billed.

Eligible fringe benefits include, but are not limited to:

- 1) Standard Retirement
- 2) OASDI (Old-Age, Survivors and Disability Insurance)
- 3) Health Insurance Contribution Regular, including health, dental and vision
- 4) Workers' Compensation Insurance
- 5) Unemployment Insurance
- 6) Life Insurance
- 7) Federal Insurance Contributions Act (FICA)/Medicare
- 8) Long Term Disability
- 9) Short Term Disability
- 10) Employee Assistance Program
- 11) Survivor Benefits
- 12) Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

- 1) Other Post-Employment Benefits (OPEB)
- 2) Pension Obligation Bond (POB)
- 3) Post-Employment Payoff
- 4) Retiree Health
- 5) Retiree Medical
- 6) Deferred Compensation
- 7) Parking
- 8) Cafeteria
- 9) General Liability
- 10) Wellness Dividend Program
- 11) Cash Allowance
- 12) Housing Fund
- 13) Retirement Debt Service
- 14) Choices
- 15) Savings Plan

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

- 16) Flex Benefit Plan and Contributions
- 17) Risk Management Administration
- 18) CalPERS Unfunded Actuarial Accrued Liability
- 19) Individual Security
- 20) Bonuses and monetary awards

- I. Invoices and backup documentation shall be emailed no later than the 15th of each month to: accountingmailbox@victims.ca.gov
- J. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.
- K. The District Attorney's Office shall submit an invoice for the month of June within thirty (30) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice received by CalVCB.

2. Budget Contingency Clause

- A. It is mutually agreed upon between CalVCB and District Attorney's Office that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, CalVCB shall have no liability to pay any funds to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any further provisions of this contract.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. The District Attorney's Office 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 contract are not to be used for other activities and shall not be used to supplant those activities

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

currently provided by county funds, or grants administered by the Public Safety and Victim Services Branch, California Office of Emergency Services.

- D. CalVCB reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by CalVCB. Notification will be provided to the county before any action is taken.

3. Payment of Invoices

CalVCB shall endeavor to pay all properly submitted and undisputed invoices within forty-five (45) days of receipt.

4. Period of Performance

The period of performance for this contract shall be three (3) years. Any and all amendments to this contract shall be made in writing.

5. Cost Limitation

- A. The total cost of this Agreement shall not exceed \$269,109.00.
- B. It is understood and agreed that this total is an estimate and that CalVCB shall pay for only those services actually rendered as authorized by the CalVCB Contract Manager or designee up to the amount set forth in Invoicing and Payment Provisions (Exhibit B).
- C. Funding shall be contingent upon availability of funds and shall be at the sole discretion of CalVCB. Funding may only be expended in the fiscal year the funds are encumbered. The funding of this contract may be changed by written amendment to the contract and upon approval of the designee approved by CalVCB.
- D. The District Attorney's Office shall submit a Budget Worksheet (Exhibit B-1) listing all Fiscal Years included in the contract term and shall provide it with the contract package. Each modification to the Budget Worksheet shall be subject to scrutiny. The CRC Analyst or designee shall provide advance, written approval of any budget modifications.

EXHIBIT B
INVOICING AND PAYMENT PROVISIONS

6. Reduction of Contract Amount

- A. CalVCB reserves the right to reduce the amount of the contract if CalVCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.
- B. CalVCB reserves the right to reduce the amount of the contract if the dollar amount of restitution orders imposed by the county on behalf of CalVCB in a given fiscal year is less than the amount paid to the county in that same fiscal year. If a reduction does occur, CalVCB will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. Indirect Costs

If billing for indirect costs, the District Attorney's Office shall submit a copy of its Indirect Cost Plan (ICP) with the budget. The ICP must identify the number of employees it covers and include a breakdown and calculation specifying which costs are associated to the Specialist position included in the monthly charge (for example, payroll and accounting services). All costs included in the plan must be supported by formal accounting records, which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten (10) percent of the total salary billed. CalVCB reserves the right to deny any expense deemed ineligible by the State.

**EXHIBIT B-1
BUDGET WORKSHEET**

County and Agency: FRESNO COUNTY DISTRICT ATTORNEY					
PERSONNEL EXPENSES	2023-2024 BUDGET	2024-2025 BUDGET	2025-2026 BUDGET	Salary / Hourly Rate Range	Percentage Time Spent on CalVCB Matters
SALARIES AND WAGES					
Name: Jacquelyn Tovar	\$56,765.00	\$59,602.00	\$62,580.00	(4,632.33-5,175.18) mo./(26.72-29.86) hr.	100%
Name:					
Name:					
Name:					
FRINGE BENEFITS				PERCENTAGE OF SALARY	
Name: Jacquelyn Tovar	\$32,938.00	\$30,101.00	\$27,123.00	43.34% - 58.0252%	
Name:					
Name:					
Name:					
TOTAL PERSONNEL EXPENSES	\$89,703.00	\$89,703.00	\$89,703.00		
DESCRIPTION OF FRINGE BENEFITS				List percentage for each category	
Standard Retirement	27,139.00	28,495.36	27,123.00	43.34% - 47.8094%	
Health Insurance, Workers' Compensation Insurance	1,456.00	-	-	0% - 2.565%	
OASDI, Unemployment Insurance, FICA/Medicare	4,343.00	1,605.64	-	0% - 7.6508%	
Long Term Disability, Short Term Disability					
Employee Assistance Program					
Life Insurance, Survivor Benefits					
Other (subject to CalVCB approval)					
Indirect Costs (≤ 10% salary)				Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
	\$32,938.00	\$30,101.00	\$27,123.00		
TOTAL BUDGET	\$89,703.00	\$89,703.00	\$89,703.00		

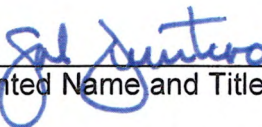

Revised December 2022

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
Fresno County District Attorney's Office		
By (Authorized Signature)	ATTEST:	
	BERNICE E. SEIDEL	
	Clerk of the Board of Supervisors	
	County of Fresno, State of California	
Printed Name and Title of Person Signing	By 	Deputy
Sal Quintero, Chairman, Fresno County Board of Supervisors		
Date Executed	Executed in the County of	
June 6, 2023	Fresno	

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 lessor 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

Exhibit C

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

Exhibit C

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.

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 Administration Division Chief or designee, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Administration Division 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 Administration Division 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. Termination For Convenience

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

4. Amendments

This Agreement may be amended in writing by mutual written consent of both parties.

5. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs State agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

6. Personnel Services

- A. The District Attorney's Office shall ensure there is sufficient staff to perform the services required under this contract. The District Attorney's Office shall notify CalVCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of notification of the resignation of that staff person or of issuing the notice of termination.
- B. The District Attorney's Office shall obtain written authorization from CalVCB prior to filling vacant or new positions; upgrading the classification of a position; changing the time base of existing positions, even though funding was previously requested and made part of the budget; and prior to making any staff changes that may affect the provision of services under this contract. Approval for filling the vacant or new positions, upgrading the classification, and/or changing the time base will be based upon CalVCB's review of the District Attorney's Office's workload and upon funding availability within the contract amount.
- C. The District Attorney's Office shall obtain CalVCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function that will change the percentage of time devoted to CalVCB as reflected in the Budget Worksheet (Exhibit B-1). Should the District Attorney's Office assign a staff person to perform functions other than those described in the SOW (Exhibit A), the District Attorney's Office shall request written authorization from CalVCB ten (10) days prior to the staff person(s) beginning other county functions. CalVCB shall not reimburse the District Attorney's Office for duties performed outside the scope of the contract. The District Attorney's Office shall submit a budget modification to CalVCB, for approval, reflecting the revised percentage of time the staff person(s) will devote to CalVCB activities.
- D. The District Attorney's Office shall notify CalVCB when a staff person assigned

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, CalVCB shall compensate the District Attorney's Office for the leave, only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney's Office agrees to provide, at CalVCB's request, documentation verifying leave accrued under the contract.
- E. The District Attorney's Office shall ensure staff persons assigned to the functions under this contract do not participate in criminal investigations or prosecutions.
 - F. For each staff person(s) performing services under this contract, the District Attorney's Office shall provide the name, business address, telephone number, email address, job title, and description of duties, the name of their supervisor, the names of staff supervised, and any other information required by CalVCB.
 - G. The Specialist may work overtime, but it must be noted on the CalVCB Monthly Activity Timesheet with an explanation as to why the overtime was necessary. CalVCB reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.
7. Performance Assessment
- A. CalVCB may assess and evaluate the Specialist's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders, uploaded documents, and all activity.
 - B. CalVCB reserves the right to revoke the logon of any District Attorney's Office 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. CalVCB may monitor performance under the contract and report performance to the Specialist and their supervisor/manager.
 - C. CalVCB may set performance and production expectations or goals for the Specialist related to the fulfillment of the services in this contract. The expectations may include but are not limited to: specific time frames for completion of work; specific amount of work to be completed within given time frames; specific standards for the quality of work to be performed; and the amount of restitution imposed. CalVCB may provide written notice of the performance and production expectations to the Specialist and their

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by CalVCB, CalVCB may reduce the amount of the contract or terminate the contract.

D. The CRC Performance Plan (Attachment 1) is hereby incorporated into this contract.

8. Program Evaluation and Monitoring

The Specialist shall make available to CalVCB, and its representatives, for purposes of inspection, audit, and review, any and all 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.

9. Moving

A. CalVCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff who perform services under this contract.

B. Notification of relocation shall be provided at least 30 days in advance and shall include the following:

- 1) Name of staff
- 2) New address, including room number
- 3) Contact person, including title, address, and phone number

10. Regulations and Guidelines

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

11. Utilization of Computer System

The District Attorney's Office shall ensure all Specialists performing the duties described in this contract comply with CalVCB policies, guidelines, procedures, directives, and memos, pertaining to the use of Cares2, regardless of whether the services of such staff persons are paid for by CalVCB. CalVCB reserves the right to revoke access to Cares2 at any time and to amend this agreement to align with changing or updating requirements around procurement, usage, disposition, and security of State Information Technology (IT) assets, which may include, but are not

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

limited to, computer systems, software, and equipment.

12. Information Technology Equipment and Software

- A. The District Attorney's Office is responsible for the purchase, configuration, installation, and support of all personal productivity computer equipment used for CalVCB data processing activities.
- B. The District Attorney's Office shall certify that it has appropriate systems and controls in place to ensure that computer software is acquired, operated, and maintained in a manner that complies with applicable copyrights.
- C. The District Attorney's Office agrees to apply all security patches and upgrades and keep anti-virus software executed and up to date on any machine CalVCB data may be accessed or used. The District Attorney's Office shall apply appropriate end point protection, data encryption, and data loss prevention technologies. 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.
- D. CalVCB reserves the right to access and audit all IT assets including software, equipment, and computers, to ensure they are patched, used, and operated in a manner consistent with State policy and the terms of this contract.
- E. All personal computers should use the following hardware, or an approved equivalent, which is the current standard for CalVCB:
 - 1) Intel current Generation Multi-Core i7 Processor
 - 2) 16 GB RAM or better
 - 3) 256 GB Hard Drive or better
 - 4) Network Port
 - 5) USB Port(s)
 - 6) 24" Flat Panel monitor
 - 7) USB Keyboard
 - 8) USB Mouse or Trackball

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

F. All personal computers should use the following software, or an approved equivalent, which is the current standard for CalVCB:

- 1) Current Windows Enterprise Operating System
- 2) Current version of Microsoft Edge or Google Chrome
- 3) Windows Media Player or equivalent
- 4) Current supported version of Microsoft Office
- 5) Current supported version of Adobe Acrobat Reader or Professional
- 6) Current anti-virus protection software

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

13. Inventory

All equipment procured or supplied under prior contracts, whether capitalized or non-capitalized, shall remain the property of CalVCB and shall bear a State asset identification tag. The asset tag is supplied by CalVCB. The District Attorney's Office shall prepare an inventory listing as of June 30th, of each year for the term of this contract, using the County Inventory Form (Attachment 11). The completed form shall be submitted to CalVCB's CRC Analyst electronically by July 15th of each fiscal year.

CalVCB reserves the right to request current and complete inventory listings and to remotely access (if applicable), for audit purposes, all IT equipment provided or procured through prior contracts.

In the event of termination of this contract, CalVCB shall take possession of its property. The District Attorney's Office shall hold the items (identified on the County Inventory Form) in storage until CalVCB can retrieve its property. Payment of storage and retrieval shall be the responsibility of CalVCB.

All equipment procured or supplied under this contract, will be the property of CalVCB and will be handled according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life, must be returned to CalVCB for disposal, unless preapproval is obtained from CalVCB for using an alternate method of disposal, such as recycle or donation. All hard drives must be encrypted or cleansed prior to their shipment. Contact CalVCB for instructions on handling, shipping, and disposal by sending an email to: servicedesk@victims.ca.gov and CRC Analyst.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

14. Confidentiality of Records

All financial, statistical, personal, technical and other data and information related to the State's operations, which are designated confidential by the State and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney's Office in carrying out this contract, shall be protected by the District Attorney's Office 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 Information Security Policy Attachment 8). The Specialist, their supervisor/manager, and staff shall not print any documents containing PII from CDTs and/or Cares or keep records separate from those in CDTs and Cares.

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

CalVCB's Custodian of Records at CalVCB Headquarters in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 7920.000, et. seq.) or the Information Practices Act (Civ. Code, § 1798, 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. Please contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.

The District Attorney's Office shall ensure that all staff are informed of and comply with the requirements of this provision and any direction given by CalVCB. The Specialist, their supervisor/manager, and staff whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract, shall be provided a copy of and shall be compliant with the CalVCB Confidentiality Statement and Certification (Attachment 4).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney Office staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by CalVCB, and shall indemnify, defend and save harmless the State, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of CalVCB's records by such staff persons.

15. Compliance With CalVCB Policies

The District Attorney's Office shall ensure that all staff review and comply with the requirements of the Acceptable Use of Technology Resources (Attachment 5), Privacy Policy (Attachment 9) and Password Policy (Attachment 10). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment 4), the Information Systems Security and Confidentiality Acknowledgement (Attachment 6), and CalVCB Acknowledgement of Policies (Attachment 7) to:

California Victim Compensation Board
Probate & Settlement Recovery and CRC Unit
criminalrestitutioncompact@victims.ca.gov

In the event fraud is suspected, go to CalVCB's website at victims.ca.gov/contact-us/ to submit your referral immediately.

Additionally, the Specialist assigned to perform services for CalVCB must adhere to the following provisions in addition to all other policies and procedures set forth by CalVCB.

The Specialist should not:

- A. Attempt to access the Cares2 application from any location other than the assigned work location.
- B. Share individual login ID and password with anyone.
- C. Allow the computer to remember a password to the Cares2 application.
- D. Walk away from the computer without locking the screen (Ctrl-Alt-Delete).
- E. 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.
- F. Leave documents with PII unattended on printers, fax machines, in cubicles, offices or conference rooms.
- G. Visit untrusted websites or open any attachments/links from untrusted emails.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- H. Uninstall or disable anti-virus software and automatic updates.
- I. Install any unauthorized or unlicensed software.
- J. Plug a mobile phone, personal USB drive, or other peripheral device into the network system or desktop computer.
- K. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, or privacy breaches should be reported immediately to your county Information Security Officer (ISO) and your supervisor. You must also notify CalVCB's CRC Analyst and copy CalVCB's IT Help Desk and ISO by sending an email to: servicedesk@victims.ca.gov and to InfoSecurityOffice@victims.ca.gov.

The Specialist and all District Attorney's Office staff with access to CalVCB computer systems are required to complete Information Security and Privacy Training, including at a minimum training regarding Social Engineering and Phishing, Privacy and Password Protection, Browsing Safely, and Ransomware at least annually.

The Specialist and staff shall submit the self-certification demonstrating completion of the required training within thirty (30) days of the contract start date to the CalVCB Contract Manager and annually thereafter. All new Specialists and District Attorney's Office staff with access to CalVCB computer systems must complete the training within thirty (30) days from the date of hire.

Any training costs incurred by the District Attorney's Office for compliance with this section will be the responsibility of the District Attorney's Office.

In case of non-compliance, CalVCB may suspend access to CalVCB computer systems (including but not limited to Cares2 and CalVCB online) until such time as compliance is achieved and proof provided to CalVCB.

All other terms and conditions under this contract shall remain the same, in full force, and effect.

16. Subpoenas

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate location stating that subpoenas for all records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

500, Sacramento CA 95811. The District Attorney's Office may also contact the Legal Division at (916) 491-3651 for assistance or questions.

When documents are subpoenaed, the District Attorney's Office shall provide CalVCB with all requested documents in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

The District Attorney's Office is not the Custodian of Records and may not testify in court on behalf of CalVCB.

17. Incompatible Work Activities

The Specialist assigned to perform services for CalVCB must not:

- A. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, their assigned duties under the contract.
- B. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- C. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- D. Provide or use the names of persons or records of CalVCB for a mailing list that has not been authorized by CalVCB.
- E. Represent themselves as a CalVCB employee.
- F. Take any action with regard to a CalVCB applicant or restitution matter with the intent to obtain private gain or advantage.
- G. Involve themselves in the handling of any application or restitution matter when they have a relationship (business or personal) with an applicant or other interested party.
- H. Knowingly initiate any contact with an applicant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's Office responsibility to ensure 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. Any questions should be directed to CalVCB's Legal Division at (916) 491-3605.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

18. Retention of Records

The District Attorney's Office will scan all case documents and retain them for 365 days from the scan date. The hard copy documents will be destroyed after the 365 days have passed via confidential destruct. The electronic records will be retained indefinitely in Cares/CDTS.

19. Subcontracting

All subcontracting must comply with the requirements of the State Contracting Manual, Volume 1, Section 3.06. Nothing contained in this agreement or otherwise shall create any contractual relation between the State and any sub-contractors, and no subcontract shall relieve the District Attorney's Office of their responsibilities and obligations herein. The District Attorney's Office 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 District Attorney's Office. The District Attorney's Office's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the District Attorney's Office. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

CRC Performance Plan Monthly

Performance Statistics

Monthly Performance Statistics will be provided by the CRC Contract Analysts on the 15th of the month for the prior month. The statistics will be sent by email to the CRC Specialist and their supervisor.

Monthly Performance Statistics will contain four categories

1. Application Notification (AN) is the initial work item and first notice that a victim application has been filed with CalVCB. The CRC Specialist will open each AN and research to determine if a criminal court case exists. Subcategories include "New," "Completed," "In Process," "Transferred", and "Benefits Paid." Except for "Benefits Paid," these subcategories capture their entire AN queue inventory.

Example:

AN	
New	-
/P	380
Transferred	3
Completed	166
Benefits Paid	\$ 34,319.40

2. Criminal Disposition Case (CD case) is how the CRC Specialist tracks their cases. The CRC Specialist will convert an AN to a CD case if a criminal court case exists for the application filed with CalVCB. The CRC Specialist will associate the offender(s) to the CD case, follow the criminal case, pend the CD case until conviction, request restitution, input the restitution order, and close the CD case. CalVCB is able to run reports based on the data entered into the Criminal Disposition Tracking System (CDTS) to determine how much restitution each CRC county imposed. Subcategories include "In Process," "Transferred," "Completed," and "Restitution Ordered." These subcategories capture their entire CD case queue inventory and the amount of restitution imposed.

Example:

CD Case	
I/P	638
Transferred	12
Completed	60
Restitution Ordered	\$ 53,391.35

3. Post Disposition Case (PD case) is how a CRC Specialist tracks cases that need modified restitution orders. This queue also contains cases that were closed prior to benefits being paid by CalVCB and now require the CRC Specialist to obtain a restitution order. If benefits are paid after a CD case is closed, and the county's threshold is met, \$0 - \$2,000, then a PD work item will generate in the CRC Specialist's queue. The CRC Specialist will determine if the court still has jurisdiction to impose restitution, and if there is jurisdiction, request the case be put back on calendar to modify the original restitution order to include additional benefits paid or to request an initial restitution order. Subcategories include "New," "In Process," "Transferred," "Completed," "User Blank," and "Restitution Ordered." Subcategory "User Blank" identifies PD work items that the system was unable to automatically assign and require the CRC Specialist to manually assign to themselves. These subcategories capture the CRC Specialist's entire PD case queue inventory and the amount of additional restitution imposed.

Example:

PD Case	
New	39
I/P	125
Transferred	5
Completed	12
User Blank	37
Restitution Ordered	\$ 8,099.10

4. Year-to-Date Impositions. The monthly performance statistics will include the sum of restitution orders imposed by the county on behalf of the Board from the beginning of the fiscal year to the end of the prior month. We will also show the amount encumbered for the county for that fiscal year. This information will be used as a tracker to help the county meet its overall goal.

Determining Measurements

We will group the CRC counties by how many ANs they receive on average each month based on a three-year reporting period. This average and county groups will be reevaluated at the start of each contract term. We will tell each group how many ANs, CD cases, and PD cases, are in process and completed on average each month for their group size. These numbers show it is possible to complete this number of work items in a month.

The Group Categories

Receives fewer than 100 ANs per month

Receives 100-150 ANs per month

Receives 150-200 ANs per month

Receives 200-1,000 ANs per month

Receives 1,000+ ANs per month

AN Queue

We will provide each county with the average number of ANs they receive a month based on a three-year fiscal reporting period. We expect each county to complete the same number of new ANs that they receive monthly to prevent incurring a backlog.

CD and PD Queues

We expect each county to complete their group's average of monthly completed CD and PD cases each month to stay current.

Example

County X receives an average of 43 ANs a month and so CalVCB expects County X to complete approximately 43 ANs each month. County X has been grouped with other counties who receive fewer than 100 ANs per month. On average, this group completes 16 CD cases and 4 PD cases per month and so CalVCB expects County X to complete 16 CD cases and 4 PD cases each month.

Year-to-Date Impositions

At a minimum, we expect each county to impose on behalf of the Board an amount equal to the amount paid to the county in that same fiscal year. The monthly statistics will provide the total imposed to date from the beginning of the fiscal year to the end of the prior month as well as the amount encumbered for the county for that fiscal year.

Backlogs

AN backlog

A county has a backlog in the AN queue if the "New" ANs are double the amount the county receives in a month. Additionally, a county has a backlog if the number of ANs "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" ANs in their county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" ANs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

CD Case backlog

A county has a backlog in the CD queue if the number of CD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" CD cases in the county group. If a county has a backlog, we will divide the amount of "In Process" and "Transferred" CDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

PD Case backlog

A county has a backlog in the PD queue if the "New" PDs are double the amount the county should complete in a month. Additionally, a county has a backlog if the number of PD cases "In Process" and "Transferred" is double the average amount of "In Process" and "Transferred" PD cases in the county group. If a county has a backlog, we will divide the amount of "New" and/or "In Process" and "Transferred" PDs by 12 months and ask the CRC Specialist to add this amount to their workload until the backlog is completed.

Performance Issues in Queues

If a county does not meet the expectations set forth in their AN, CD, or PD queues, CalVCB will first examine their queues to see if there is a backlog. If there is no backlog, there is no performance issue. If there is a backlog in one or more of the queues, then an initial email (See Step One below) will be sent to the CRC Specialist.

If after any step there is improvement, then we will not move on to the next step. Improvement is defined as meeting the work queue expectations, providing a plan to meet the expectations, or taking tangible steps to meet the expectations. A county may remain on a step if there is

improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, then the county will move to the next step.

1. **Step One:** CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue in the queue(s). The email will provide CalVCB's inventory performance expectations moving forward to ensure the queue stays current and the backlog decreases. Additionally, the CRC team will schedule a phone call with the CRC Specialist to discuss the inventory performance expectations, offer training, and discuss their plan for moving forward. The CRC Specialist/county will be given three months to show improvement. Within one week of the call, the CRC will provide their plan for improvement in writing.
2. **Step Two:** CRC Contract Analyst will email the CRC Specialist and their Supervisor to reiterate our inventory expectations, provide updated inventory counts, discuss steps taken to resolve the issue, and discuss a new inventory plan. Additionally, the CRC Contract Analyst will schedule a conference call with the CRC Specialist, their supervisor, and the CRC team to discuss how we can work together to improve the work queue(s). The CRC Specialist/county will be given sixty days to show improvement.
3. **Step Three:** CRC Contract Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor for review. The CRC Specialist and their Supervisor will sign the plan and commit to meeting the inventory performance expectations set forth. The CRC Specialist/county will be given sixty days as outlined in the CRC Contract, Exhibit D (2)(c), to show improvement.
4. **Step Four:** If the CRC Specialist and the county do not meet the performance expectations as stated in the CAP and do not show improvement, the contract analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the expiration of the CAP.

Yearly Performance Statistics

Yearly performance statistics will be provided by the CRC Contract Analysts on or before August 1st of each fiscal year. The statistics will be sent by email to the CRC Specialist and their supervisor. They will be comprised of AN, CD, and PD statistics and the yearly amount imposed.

At a minimum, we expect each county's restitution order impositions on behalf of the Board to match the annual contract amount. The Board reserves the right to reduce the amount of the contract if the dollar amount of restitution orders imposed by the county on behalf of the Board in a given fiscal year is less than the amount paid to the county in that same fiscal year.

Performance Issues with Impositions

At the conclusion of the fiscal year, if a county is not meeting its imposition targets, the CalVCB will send an email (See Step One below) to the CRC Specialist.

If after any step there is improvement, we will not move on to the next step. Improvement is defined as meeting the imposition expectations, providing a plan to meet them, or taking tangible steps to meet them. A county may remain on a step if there is improvement but will not be taken off an internal monitoring list until the issue is completely resolved. If there is no improvement, the county will move to the next step.

1. **Step One:** The CRC Contract Analyst will email the CRC Specialist and ask why they are having an issue with impositions. CalVCB will reiterate the contract expectations, offer assistance, and discuss the county's plan for improvement. The Specialist and county will be given three months to show improvement.
2. **Step Two:** The CRC Analyst will email the CRC Specialist and their Supervisor to reiterate CalVCB's expectations, discuss steps taken to resolve the issue, and discuss a new plan for improvement. The Specialist and county will be given sixty days to demonstrate improvement.
3. **Step Three:** The CRC Analyst will email a Corrective Action Plan (CAP) to the CRC Specialist and their Supervisor. The Specialist and Supervisor will sign the plan and commit to meeting the performance expectations in the CAP. The Specialist will be given sixty days to show improvement.
4. **Step Four:** If the CRC Specialist and county do not meet the performance expectations outlined in the CAP and do not show improvement, the CRC Analyst will provide a proposal to Executive Management to decrease or cancel the contract within sixty days of the termination of the CAP.

CALIFORNIA VICTIM COMPENSATION BOARD

CRC Specialist Monthly Activity Timesheet

Month and Year:

CRC Specialist:

County:

Day	Securing Orders	Modifying Orders	Court Appearances	Rest. Training/Outreach	CDTS / Data entry	Other	Training	Meetings	Other	Total	Vacation, Other *	Sick Leave	Holiday	Total Hours
1									0.00					0.00
2									0.00					0.00
3									0.00					0.00
4									0.00					0.00
5									0.00					0.00
6									0.00					0.00
7									0.00					0.00
8									0.00					0.00
9									0.00					0.00
10									0.00					0.00
11									0.00					0.00
12									0.00					0.00
13									0.00					0.00
14									0.00					0.00
15									0.00					0.00
16									0.00					0.00
17									0.00					0.00
18									0.00					0.00
19									0.00					0.00
20									0.00					0.00
21									0.00					0.00
22									0.00					0.00
23									0.00					0.00
24									0.00					0.00
25									0.00					0.00
26									0.00					0.00
27									0.00					0.00
28									0.00					0.00
29									0.00					0.00
30									0.00					0.00
31									0.00					0.00
Total														

NOTES:

* If other, please explain

Monthly Activity and Invoice Fact Sheet

CalVCB work and activities are described in the contract, Scope of Work (Exhibit A). The Specialist may complete county work during the remaining time for which the county is not working on CalVCB activities. The category "Other" should not be used for direct victim work or non CalVCB work. Categories listed on our Monthly Activity Timesheet are listed and defined as follows:

Duties

1. Securing Orders- Submitting the Board's payment information to the prosecuting attorney, to the court, and probation department to include in Pre-Sentence Investigation report. Creating CR-110s or CR-111s to be filed with the court.
2. Modifying Orders- Assist CalVCB's COR, DA staff, probation & CDCR staff in the modification of restitution orders. Creating CR-110s or CR-111s to be filed with the court.
3. Court Appearances- Attending court to serve as a resource on restitution issues, statutes, and case law.
4. Restitution Training/Outreach- Serve as a county resource on restitution issues, statutes, and case law. Contact with county collection entities regarding collection of orders and fines.
5. CDTS/Data Entry- Reviewing ANs to locate a criminal court case. Creating a CD case to link the application to the criminal case. Entering the final disposition status on criminal cases associated with applications filed with the CalVCB. Uploading CR-110/CR-111/Minute Orders and other restitution documentation into CDTS.
6. Other- Notifying CalVCB of a civil suit filed by an applicant. Responding to CalVCB on probate-related matters. Please use note section to detail activities being listed under this field.

Administration

1. Training- Communicating with county collection entities to discuss ways to ensure and increase the collections of orders and fines.
2. Meetings- Attending CalVCB/restitution related meetings.
3. Other- Use this section to document overtime worked. The Specialist may work overtime but it must be noted in "Other" with an explanation as to why the overtime was necessary. Please use notes section to detail activities being listed under this field.

Leave

1. Vacation, Other- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
2. Sick Leave- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.
3. Holiday- Only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in the contract.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)



Purpose of Confidentiality Statement

It is the policy of the California 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's Information Security Policy, Memo Number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

CalVCB Employees and Contractors

Initial each section.

I, JT 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, Chief Deputy 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, Chief Deputy 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, Chief Deputy 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, or medical or employment history.
- 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.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)



- Never release a copy of a law enforcement report to any individual, including a CalVCB applicant. Law enforcement reports include, but are not limited to, reports by police, California Highway Patrol, sheriff departments, Department of Justice (DOJ), Federal Bureau of Investigation, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of CalVCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the CalVCB Custodian of Records at CalVCB Headquarters in Sacramento immediately of any request made under the Public Records Act (Gov. Code, § 7920.000, et seq.) or the Information Practices Act (Civ. Code, § 1798, et seq.). No record shall be disclosed pursuant to any such request unless authorized by CalVCB's Legal Division. Contact (916) 491-3651 or CPRA@victims.ca.gov with any requests.
- Inform a server of a subpoena that the subpoena requesting records from CalVCB must be personally served on CalVCB at the California Victim Compensation Board at 400 R Street, Suite 500, Sacramento, CA, 95811. Contact the CalVCB Legal Office at (916) 491-3651 or custodianofrecords@victims.ca.gov regarding any subpoena received by CalVCB.
- Immediately report any suspected security incidents, virus attacks, security violations, or privacy breaches to the CalVCB Information Security Officer (ISO) and your supervisor.

I, JT 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's Information Security Policy, Memo Number 17-008. If I have any questions, I will contact CalVCB's Legal Office or Information Security Officer.

I, JT 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 13954, 7923.755, and 19990, subdivision (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, JT expressly consent to the monitoring of my access to computer-based confidential information by CalVCB or an individual designated by CalVCB.

Confidentiality Statement

VCB-22-20012 (Rev. 03/2023)



Certification

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

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.

If I am a State employee, 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. This signed Certification will be retained by the Contract Manager and Business Services Unit as part of the contract file.

Jacquelyn Tovar
Signature

5/10/23

Date

Jacquelyn Tovar

Name (Print)

VCB-7870

Contract Number (If applicable)

Acceptable Use of Technology Resources

Memo Number: 17-005

Date Issued: 1/11/17

Supersedes: 15-003

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) *Acceptable Use of Technology Resources Policy* does the following:

- Defines the rules for the use of the CalVCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones.
- States clearly that state technology resources are to be used for state business purposes; and,
- Establishes that the Information Technology Division (ITD) routinely monitors CalVCB technology resources to identify improper use.

Policy

It is the policy of the CalVCB that:

- Use of technology resources must comply with the laws and policies of the United States Government and the State of California.
- Each user's assigned job duties and responsibilities are appropriate and regulated.
- Restrictions to CalVCB ITD assets are based on a staff person's business need (need-to-know).
- CalVCB's ITD staff may monitor the network continuously and/or periodically to ensure compliance.

Applicability

This Policy applies to:

- All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the CalVCB.

Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.

Management Responsibilities

- Authorize staff to use the network-based resources for appropriate business need.
- Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form.
- Report any violations to the CalVCB Information Security Officer (ISO).

User Responsibilities

- Act in the best interest of the CalVCB by adhering to this Policy.
- Use discretion when using CalVCB information technology assets.
- Access only the CalVCB resources that they are authorized to use.
- Use the system only for its designed purposes.
- Keep all passwords confidential.
- Refrain from illegal activities, including unethical or obscene online behavior.
- Access only acceptable material on the Internet.
- Report any violations to a supervisor/manager and ISO.

Requests for Exception

Requests for exceptions must be submitted to the CalVCB Help Desk via email at Helpdesk@victims.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.

Acceptable Activities

The following are examples of acceptable activities:

- Access only those systems and information assets required to perform current CalVCB duties.

- Using a CalVCB state-issued IT asset to connect to CalVCB services to conduct CalVCB business activities.
- Accessing folders, files, and images stored on the CalVCB network for business purposes that are consistent with the staff person's job duties and network privileges.
- Using approved training material related to a user's duties for business-related knowledge or professional growth.
- Use the Internet to view sites, such as governmental and professional societies.
- Incidental use of Internet during breaks and lunch. (Incidental use must be minimal and must comply with all applicable CalVCB policies, practices, and guidelines).

Restriction on the Use of State IT Resources

The following are examples of unacceptable activities:

- Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work.
- Use of CalVCB IT resources for personal business, or personal gain.
- Intentionally attempting to access information resources without authorization.
- Accessing another employee's IT resource without permission.
- Using another employee's log-on identification credentials.
- Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.
- Interfering with another employee's ability to perform their job duties or responsibilities.
- Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling.
- Installing or connecting unauthorized software or hardware on a CalVCB-owned and/or managed information resource.
- Storing personal nonbusiness-related data, such as pictures and multi-media files, on any CalVCB IT resource.
- Transmitting confidential information to external recipients without using encryption approved by the CalVCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.

Incident Reporting

Any incident must be reported immediately to a supervisor/manager and the ISO.

Violations

Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal.

The CalVCB will investigate all alleged violations and take appropriate action.

Compliance

All employees must read the *CalVCB Acceptable Use of Technology Resources Policy*, and sign an acknowledgement form upon appointment, and annually thereafter.

Authority

- Government Code sections 19572 and 19990.
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code Section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

Other Applicable CalVCB Policies

All employees, temporary staff, contractors, vendors, and consultants who access the CalVCB network for business purposes must comply with all State and CalVCB policies and procedures, including, but not limited to:

- Information Security Policy
- Password Policy
- Mobile Device Policy
- Telework Policy
- Privacy Policy
- Mobile Device Policy
- Wireless Access Policy



Contact

For any questions about this Policy, please contact your immediate supervisor/manager or the CalVCB ISO.

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.

I understand that I must:

- Read and understand the CalVCB Information Security Policy.
- Use CalVCB information assets and computer resources only for CalVCB business-related purposes.
- Ensure that my personal use of the internet is minimal and incidental use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.
- Access CalVCB systems and networks using only my assigned confidential user identifiers and passwords.
- Notify the CalVCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.
- Take precautions to prevent virus contamination of CalVCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
- Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the CalVCB.
- Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
- Change passwords at the prescribed expiration intervals.
- Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at CalVCB.
- Comply with all applicable copyright laws.
- Not disable the virus protection software installed on the CalVCB network and personal computers.

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

<u>Jacquelyn Tovar</u>	<u>CalVCB Restitution</u>	
User Name (Print)	Division or Unit	
<u>Jacquelyn Tovar</u>	<u>5/10/23</u>	<u>559-600-4350</u>
User Signature	Date	Phone Number
<u>William Lacy</u>	<u>5/10/23</u>	<u>559-600-7008</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.

Acknowledgement of Policies

VCB-22-10013 (Rev. 03/2023)

Contractor Acknowledgment of Policies

By checking each box below, I hereby acknowledge I have read, understand, and agree to adhere to the listed policies.

ATTACHMENTS

- ☒ Confidentiality Statement (Attachment 4)
- ☒ Acceptable Use of Technology Resources (Attachment 5)
- ☒ Information Systems Security and Confidentiality Acknowledgment (Attachment 6)
- ☒ Information Security Policy (Attachment 8)
- ☒ Privacy Policy (Attachment 9)
- ☒ Password Policy (Attachment 10)

INCOMPATIBLE WORK ACTIVITIES

- ☒ I have read, understand, and agree to abide by the provisions of Exhibit D, Section 17, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract.

Jacquelyn Tovar

Contractor Name

VCB-7870

Contract Number

Jacquelyn Tovar

Contractor Signature

5/10/23

Date

Information Security Policy

Memo Number: 17-008

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The Victim Compensation Board's (CalVCB) Information Security Policy defines the rules for information security that apply to our business activities. This Policy also provides a foundation for additional practices and standards that will more specifically communicate CalVCB rules related to information security.

Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)



Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

Distribution List

All CalVCB staff

Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

The purpose of this Policy is to protect employees and the California Victim Compensation Board (CalVCB) from actions that would:

- Damage the reputation of the CalVCB.
- Endanger employees, contractors, or citizens that rely on CalVCB.
- Present a legal risk to CalVCB.

Policy

It is the Policy of CalVCB that:

- All personal, and personally identifiable information (PII) collected by CalVCB is necessary for the organization to perform its function.
- CalVCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function.
- Staff will be trained on appropriate methods, classification of, and purposes for collecting PII.
- PII will be disposed of by confidential destruct.
- Users who violate the Policy will be subject to disciplinary action up to, and including, dismissal. Further, CalVCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office.
- Staff has the right to access their information that is gathered, stored, or used by CalVCB. Staff may request and view their information according to the [Information Practices Act](#) and [State Policy](#).

Definition

- Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual.
- Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.

Applicability

- This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of CalVCB.
- If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.

Management Responsibility

- Establish a Privacy Officer who will be responsible for maintaining the privacy program at CalVCB.
- Authorize staff to collect appropriate forms of personal and personally identifiable information.
- Ensure that staff has appropriate training.
- Ensure that staff has reviewed all appropriate policies.
- Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter.
- Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.

Staff Responsibility

- Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter.
- Follow all privacy procedures and processes.
- Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer.
- Secure all PII so no unauthorized person can obtain access.

- Properly dispose of PII.

Privacy Officer Responsibility

- To manage the privacy program.
- To ensure that privacy training is taken by all staff annually.
- To respond to privacy breaches in a timely manner and report to appropriate authorities.
- To maintain a robust privacy program that protects the privacy of staff and participants.
- The Information Security Officer will have the dual role as the CalVCB Privacy Officer.

Acceptable Use

Official CalVCB business needs only.

Monitoring

Managers will monitor staff to ensure that no PII is left exposed.

Incident Reporting

All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.

Violations

All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.

Compliance

- All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII.
- The form will be retained in the staff's Official Personnel File.

Authority

- Government Code sections 11019.9, 13952 to 13954

- Information Practices Act of 1977 (Civil Code section 1798 et seq.)
- SAM 5310
- SIMM 5310

Other Applicable CalVCB Policies

- Acceptable Use of CalVCB Technology Resources Policy
- Information Security Policy
- Telework Policy
- Mobile Device Policy

Contact

For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurityandPrivacy@victims.ca.gov

Distribution

All CalVCB staff

Password Policy

Memo Number: 17-012

Date Issued: March 24, 2017

Supersedes: 07-00-013

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Policy

Any passwords used for User shall be complex and protected from unauthorized disclosure.

Purpose

To provide information regarding the minimum level of password protection required for CalVCB information assets.

Requirements

Passwords shall always be kept confidential.

Passwords shall not be viewable on a display device.

Password Standards

Passwords shall not contain personal information associated with the user that could be easily guessed.

Passwords shall not be words contained in English or foreign language dictionaries, spelling lists, or other lists of words. Passwords shall not be familiar acronyms, or slang expressions in common use.

Passwords shall not be the same as the User Identification (user id).

Passwords shall not consist solely of a repeating or sequential set of characters or numbers (i.e. 11111111, 12345678, ABCDEF, etc.)

Passwords shall contain characters from each character type indicated in the [Password Character Type](#) table that is appropriate to the level of security required for a specific role.

Changing Passwords

A password shall be changed immediately if it is suspected or discovered to be known by another individual.

Passwords shall be changed regularly. Refer to the [Password Standards](#) table for the maximum time allowed before a password must be changed.

All new passwords shall be significantly different from previous passwords (i.e. 1FONSE & 2FONSE are not significantly different).

Passwords protecting group accounts shall be changed immediately when a member of the group no longer needs access to the group account.

Initial Passwords

The distribution of initial user passwords shall use methods that ensure only the intended user learns the passwords.

Initial User Passwords shall conform to password practice requirements and standards.

Initial User Passwords shall be unique to each user.

The Initial User Password shall be changed by the user the first time it is used.

Session Inactivity Protection

After a user's login session has been inactive for the period of time specified in the [Password Standards](#) table, they must either re-enter their password or login again before the login session can be resumed.

Lockout

A User shall be locked out of the system when the standard threshold of unsuccessful attempts has been reached. Refer to the [Password Standards](#) table for those values.

Users that are locked out of the system as a result of too many unsuccessful attempts to enter a password must have their identity verified before they will be permitted access to that system.

Stored or Transmitted Passwords

Passwords that are stored on a system or transmitted across external networks shall be encrypted using a method that meets current 3-level Data Encryption Standards or hashed

using a message-digest algorithm is 3DES (or equivalent) or hashed using a method that is MD5 (or equivalent).

Business Partners Passwords

Access to business services provided by the CalVCB Internet sites by Employers and Business Partners shall be protected with a Business Partners Password.

User Passwords

User Passwords shall be used to authenticate a user's access to the CalVCB internal systems, applications, or resources.

Remote Access Passwords

Remote Access Passwords shall be used to authenticate a user's access to CalVCB internal systems and/or applications via Internet or inbound dial methods. Remote Access Passwords shall be randomly generated and valid for only one use.

Administration Passwords

Administration Passwords shall be used by administrators to authenticate themselves for access to restricted information and resources (i.e. administrator accounts or configuration files for critical system components).

Stored and Embedded Passwords

Systems and/or applications that must authenticate to each other shall use stored or embedded passwords.

Access to Stored and Embedded Passwords shall be restricted to the minimum number of staff necessary to support the systems and/or the applications that use them.

Stored passwords shall be contained in a file or database that is external to the application and can only be accessed by authorized systems, applications, and users.

Embedded passwords shall be contained within the system or application.

Default Passwords

Before any hardware and/or software are put into production at the CalVCB, any default passwords that it uses shall be set to values that conform to the Password Policy.

Exception Approval

Any non-compliance with the Password Policy shall be approved by the Chief Information Officer and Information Security Officer and should be documented.

Password Standards

Role	Business Partners	User	Remote Access	CaRES User	Admin (Service Accounts)	Stored	Embedded
Minimum password length (characters)	8	8	6 (Hardware Token)	8 and max of 32	8	8	8
Maximum time between password changes (days)	None	90	60 sec	90	90	None	None
Minimum time between password changes (days)	None	1	60 sec	none	1	None	None
Threshold of unsuccessful login attempts before account is disabled	3	5	3	5	3	5	3
Passwords must contain characters from each specified type of the Password Character Type Table	Based on Business partner password policy	1, 2	2	1,2,3	1,2,3,	1,2,3	1,2,3
Inactivity duration for session protection (maximum minutes)	20	20	20	20	20	None	None

Password Character Type Table

Types	Description	Example
Type 1	Letters (upper and lower case)	A, B, C, ... Z a, b, c, ... z
Type 2	Numerals	0, 1, 2, ... 9
Type 3	Special characters (category 1)	Symbols in the top row of the keyboard: `~!@#\$%^&*()-_+=

Guidelines

Automatic System Enforcement

Systems and/or applications should automatically enforce the password requirements and standards when automatic enforcement is possible.

Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

Writing Down Passwords

Users should memorize their passwords and not write them down. If a password must be written down, the following precautions should be observed:

- Do not write down your password while you are in a public area where others could observe your writing.
- Do not identify your password as being a password.
- Do not include the name of the account and the dial-in telephone number of the system on the same piece of paper.
- Mix in extra characters or scramble the written version of the password in a way that you will remember, making the written version different from the real password.
- Do not attach the password to your terminal, keyboard, or any part of your computer or office furniture.
- Store a written password in a secure place like a wallet or purse.

Minimizing the Number of User Passwords

Systems shall be developed in a manner so the number of different passwords a user must know is minimized.

Change Embedded Password

Embedded passwords shall be changed when the programs they affect are also changed for routine enhancements or maintenance.

Accounts associated with stored or embedded passwords shall have account names that are difficult to guess to lessen the likelihood that these accounts can be disabled by unauthorized logon attempts as outlined in the [Passwords Standards](#) table.

Account Names for Stored and Embedded Passwords

Passwords shall be changed when a system/application is put into production so that the production passwords are known only to the Production Control staff and the system/application/data owner.

Compliance and Authority

Refer to the CalVCB Information Security Policy.

Who to contact for questions

For any questions about this Memo please contact your supervisor or manager, or the CalVCB Information Security Officer by e-mail at InfoSecurityandPrivacy@victims.ca.gov.

County Inventory

VCB-22-10014 (Rev. 03/2023)

In accordance with the California Victim Compensation Board (CalVCB) contract with the County, the CalVCB Inventory Form must be completed and returned to the designated CalVCB Criminal Restitution Compact (CRC) Analyst in July of each year.

Please complete all requested information. The only assets to be inventoried on this form are those purchased by CalVCB or with funds from CalVCB. See below for additional instructions. For any questions on this form, please contact your designated CalVCB CRC Analyst.

County Name	Contract Number

ASSET INVENTORY

*Asset Type	Description	Location	Serial #	Model #	Manufacturer	Asset Tag #	Comments
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							

Instructions

1. Asset Type – Is it an IT and Non-IT asset?
 - a. Examples of IT assets: computer, monitor, copier, fax machine, desktop or network printer, scanner, laptop, etc.
 - b. Examples of Non-IT assets: shredder, recorder, TV, any type of furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.
2. Description – Is it a computer? Monitor? Copier? Chair? Bookcase?
3. Location – Is it located at the DA's office or a staff's home?
4. Serial # – Please provide serial number if available.
5. Model # – Please provide model number if available.
6. Manufacturer – Name of the manufacturer if available.
7. Asset Tag: Please locate barcode on item. The asset tag should be 8-digits.



*Asset Type	Description	Location	Serial Number	Model	Manufacturer	Asset Tag #	Comments
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							
<input type="checkbox"/> IT <input type="checkbox"/> Non-IT							

Attachment 12

**PLACE HOLDER -
THE BOARD RESOLUTION WILL BE AVAILABLE AFTER THE COUNTY RETURNS
THE SIGNED CONTRACT.**