STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
VC-9088	VCB-7870

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

CONTRACTING AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR NAME

COUNTY OF TULARE, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is:

START DATE

JULY 1, 2019

THROUGH END DATE

JUNE 30, 2022

3. The maximum amount of this Agreement is:

$241,758.00 (Two Hundred Forty One Thousand, Seven Hundred Fifty Eight Dollars and No 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.

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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/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
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IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
COUNTY OF TULARE, DISTRICT ATTORNEY'S OFFICE

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
2800 West Burrel Avenue	Visalia	CA	93291

PRINTED NAME OF PERSON SIGNING	TITLE
Kuyler Crocker	Chairman, Tulare County Board of Supervisors
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
400 R STREET, SUITE 400	SACRAMENTO	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE
GARY ARSTEIN-KERSLAKE	Chief Information Officer
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

APPROVED AS TO FORM:
COUNTY COUNSEL
BY _____ DEPUTY (20191178)

EXHIBIT A

SCOPE OF WORK

The California Victim Compensation Board (hereinafter, "the Board") and the District Attorney's Office agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's Criminal Restitution System.

1. SCOPE OF WORK

The Board and the District Attorney's Office agree:

a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure proper imposition of the following:

   i. Restitution orders in all cases involving an applicant who has filed an application with the Board and where monies have been paid or are expected to be paid on behalf of the direct victim or any other applicant;
   ii. Restitution fines on all convicted offenders;
   iii. Parole revocation restitution fines in all cases in which the offender receives a sentence that includes a period of parole;
   iv. Diversion restitution fees in all cases in which the offender is diverted;
   v. Probation revocation restitution fines in all cases in which the offender receives a sentence that includes a period of probation;
   vi. 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
   vii. 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, and agreed to by the Board.

d. The District Attorney's Office (or his/her designee) and the Board's Executive Officer (or his/her 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 the Board as they proceed through the adult and juvenile criminal justice systems. The Specialist must contact the Board's CRC Restitution Analyst, immediately with specific information to prevent any potential overpayments on initial or subsequent applications, if it is discovered the victim or applicant is no longer eligible as defined under Government Code sections 13956 and/or 13954 as follows:

   i. Involvement in the crime
   ii. Lack of cooperation with law enforcement or the Board
   iii. Felon

f. The Deputy District Attorney assigned to prosecute the criminal case shall fill out and provide defense counsel with the CalVCB Disclosure Form, which discloses that a victim or witness may

EXHIBIT A

SCOPE OF WORK

have submitted an application for services to CalVCB. If either party desires additional information regarding the application or services provided prior to the conviction of an offender, he or she must personally serve a subpoena on CalVCB. 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 the Board, if any, for the purpose of obtaining a restitution order.

g. The District Attorney's Office shall submit the Board's payment information (initial and subsequent), as described under Exhibit A.1a, 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 the Board has paid on the associated application(s); and/or a restitution order for an amount "to be determined" (if the Board 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 the Board's payment information and request the probation department include the information in the PSI.

i. The Specialist shall enter into the Board's Compensation and Restitution Computer System, Cares2, the final disposition status of juvenile and adult criminal cases associated with applications filed with the Board within thirty (30) calendar days of the judge imposing the restitution order and fine. This deliverable may be used in scorecard assessment on CRC effectiveness and failure to do so may impact 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 forwarded to the Board's Restitution Branch Attn: Victim Pass-Thru Unit at P.O. Box 1348 Sacramento, CA 95812-1348 and 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 shall monitor in Cares2 the Board's applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via the Criminal Disposition Tracking System (CDTS) in the Post-Disposition Follow-Up Queue. The Board's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney's Office staff in preparing to 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. The Specialist shall notify the Board when it declines 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.

    i. The Specialist shall provide the following information to the Board's Custodian of Records at custodianofrecords@victims.ca.gov when a removal order, for restitution greater than $1,500, is not sought:
        a) Application ID
        b) Defendant Name
        c) Court Case Number

EXHIBIT A

SCOPE OF WORK

d) Sentencing Date
e) Restitution Amount
f) Reason a removal order was not sought
g) Did the trial court retain jurisdiction under Penal Code section 1202.46 to determine the amount of restitution at a later date

l. The Specialist will cooperate with CDCR staff in the modification of restitution orders. The Specialist must provide the Board's Restitution Branch Attn: Victim Pass-Thru Unit with the modified CR-110 and/or minute order.

m. The Specialist shall notify the Board's CRC Restitution 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.

n. The Specialist shall respond to the Board on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine, order and offender information.

o. The Specialist shall respond to the Board's COR on restitution-related matters and/or the Board's Hearing and Appeals staff within three (3) business days of a request.

p. 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.

q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.

r. The Specialist and his/her supervisor shall review and acknowledge all Board policies as referenced in Exhibit D and attachments outlined on the front cover of this contract (Std. 213), in accordance with the duties being perform under this contract.

s. The Specialist must perform the work described in the SOW (Exhibit A). The Specialist shall document his/her time and activities by using the CalVCB CRC Specialist Monthly Activity Timesheet (Exhibit E). The District Attorney's Office shall bill the Board only for the actual percentage of time the Specialist devotes to Board 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.

EXHIBIT A

SCOPE OF WORK

2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Tulare DA's Office
Name: LARENDA DELAINI, CHIEF COUNSEL LEGAL DIVISION	Name:
Phone: (916) 491-3773	Phone:
Fax: (916) 491-6441	Fax:
Email: Restitution@victims.ca.gov	Email:

For additional information, direct your inquiries to:

CalVCB CRC Restitution Analyst:	Name: Tammy Newton
	Email: tammy.newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Business Services Branch:	Name: Ryan Metzer, Contract Analyst
	Email: Ryan.Metzer@victims.ca.gov
	Phone: (916) 491- 3877
	Email: bsssupport@victims.ca.gov
CalVCB Accounting Branch:	Name: Marianne Tran Accounting Manager
	Email: Marianne.tran@victims.ca.gov
	Phone: (916) 491-3636
	Main Line: (916) 491-3697
	Email: accountingmailbox@victims.ca.gov

Further CalVCB contacts are listed below:

Legal Office:	(916) 491-3605
Custodian of Records:	custodianofrecords@victims.ca.gov
Victim Pass-Thru Unit:	victimrestitution@victims.ca.gov
Customer Service:	800-777-9229

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached Budget Worksheet (Exhibit B-1).

b. 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) devoted to Board activities in a specific pay period (see Exhibit A.1.s detailing actual time). The District Attorney's Office shall submit the following backup documentation with their invoices:

i. CalVCB Monthly Activity Timesheet (Exhibit E) for each employee for the time period billed;
ii. County timesheets for each employee for the time period billed;
iii. Copy of the County's Accounting or Human Resources report itemizing salaries/wages and benefits paid to each employee for the time period billed; and
iv. Itemized receipts for all operating and overhead expenses for the time period billed.

c. Eligible salary items include regular pay, approved overtime and bilingual pay differential. Ineligible items include all type of bonus pay and cash out of leave credits. Items not listed are subject to approval and payment, at the Board's discretion.

d. Fringe benefits charged to this contract are subject to CalVCB approval, and will be authorized only when consistent with benefits provided to or on behalf of State employees.

Eligible benefits include, but are not limited to:

i. Standard Retirement
ii. OASDI (Old-Age, Survivors and Disability Insurance)
iii. Health Insurance Contribution Regular, including health, dental and vision
iv. Workers' Compensation Insurance
v. Unemployment Insurance
vi. Life Insurance
vii. FICA/Medicare
viii. Long Term Disability
ix. Short Term Disability
x. Employee Assistance Program
xi. Flex-Benefit Plan Contribution
xii. Survivor Benefits
xiii. Other, as approved by CalVCB

Ineligible benefits include, but are not limited to:

xiv. Other Post-Employment Benefits (OPEB)
xv. Pension Obligation Bond (POB)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

xvi. Post-Employment Payoff
xvii. Retiree Health
xviii. Retiree Medical
xix. Deferred Compensation
xx. Parking
xxi. Cafeteria
xxii. General Liability
xxiii. Wellness Dividend Program
xxiv. Cash Allowance
xxv. Housing Fund
xxvi. Retirement Debt Service
xxvii. Choices
xxviii. Savings Plan
xxix. Flex Benefit
xxx. Risk Management Administration
xxxi. PERS UAAL Misc.
xxxii. Individual Security

e. Invoices and backup documentation shall be mailed no later than the 15th of each month to:

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

f. Failure to provide the required backup documentation may result in a processing delay and/or denial of payment.

g. 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 the Board.

2. BUDGET CONTINGENCY CLAUSE

a. It is mutually agreed upon between the Board 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, the Board 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 Board shall have the option to either cancel this contract with no liability occurring to the Board or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

c. The District Attorney's Office shall be paid by the Board 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 currently provided by county funds, or grants administered by the Public Safety and Victim Services Branch, California Office of Emergency Services.

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

3. PROMPT PAYMENT CLAUSE

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

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

The total amount of this agreement shall not exceed $80,586.00 for fiscal year 2019/2020; $80,586.00 for fiscal year 2020/2021; and $80,586.00 for fiscal year 2021/2022. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. Funding may only be expended in the fiscal year it was encumbered. The funding of this contract may be changed by written amendment to the contract and upon approval of the Board.

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. The CRC Restitution Analyst, or designee shall provide written approval of any subsequent budget modifications.

6. REDUCTION OF CONTRACT AMOUNT

The Board reserves the right to reduce the amount of the contract if the Board'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, the Board will provide a written explanation to the District Attorney's Office within thirty (30) days of said decision.

7. OPERATING EXPENSES

a. The District Attorney's Office may charge expenses to various line-items as part of their operating expenses, such as supplies, rent, postage, telephone, and travel. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure expenses classified as

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

"direct cost" are not included in the "indirect cost" or "overhead" category. "Indirect costs" are costs incurred for a common or joint purpose, such as accounting, human resources and/or administrative type services; or are costs not directly identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses deemed ineligible by the state.

b. 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.

c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments issued by the county.

BUDGET WORKSHEET
FY 20XX - 20XX
(Standard Agreement)

Exhibit B-1
County of XXX
Contract Number VCXXXX

County and Agency: XXXX COUNTY DISTRICT ATTORNEY					
Personnel Expenses	**20XX-20XX BUDGET**	**20XX-20XX BUDGET**	**20XX-20XX BUDGET**	**Salary / Hourly Rate Range**	**Timebase**
SALARIES AND WAGES					
Name: Stacy Farmer	$53,031	$54,622	$56,151	25.50-27.05	
Name:					
Name:					
Name:					
Name:					
FRINGE BENEFITS				**PERCENTAGE OF SALARY / DESCRIPTION** Please include FICA and Medicare percentages	
Name: Stacy Farmer	$22,832	$23,974	$24,435	18.50% for Health Insurance Contribution	
Name:				12.11% for Statutory Retirement Contribution	
Name:				7.65% for Social Security	
Name:				5% Workers Compenation Premium	
Name:				Total Frindge Benefit% : 43%	
TOTAL PERSONNEL EXPENSES	**$75,863**	**$78,596**	**$80,586**		
Operating and Overhead Expenses				**DESCRIPTION OF EXPENSES** Please include calculations for budgeted amount(s)	
Rent					
Postage					
*Office Supplies					
Telephone					
Training					
Travel (Reimbursed @ current CalHR rates)					
Mileage					
**Equipment					
Indirect Costs (≤ 10% salary)	$4,723	$1,990		Costs such as accounting, human resources and/or administration type services. List indirect costs and attach calculation with supporting documentation.	
TOTAL OPERATING EXPENSES	**$4,723**	**$1,990**			
TOTAL BUDGET	**$80,586**	**$80,586**	**$80,586**		

* A request for Office Supplies in excess of $500 per PY requires a justification for the entire amount of expenditures.
Although equipment is included in the budget, **ALL equipment for which the county requests reimbursement from CalVCB must be requested in writing by the county and approved in writing by CalVCB **prior to purchase**. All requests must be submitted on the ***County Purchase Request Form.*** CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase. Please specify, in detail, what expenses are included for each of these line items.

Rev. 12/2018

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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 the Board 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 the Board 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 the Board'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 the Board'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 the Board as reflected in the budget (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 the Board, ten (10) days prior to the staff person(s) beginning other county functions. The Board 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 the Board, for approval, reflecting the revised percentage of time the staff person(s) will devote to Board activities.

   d. The District Attorney's Office shall notify the Board when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than two (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the Board 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 the Board'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, e-mail address, job title, and description of duties, the name of his/her supervisor, the names of staff supervised, and any other information required by the Board.

   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. The Board reserves the option of not reimbursing overtime that exceeds the approved budget for the fiscal year.

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2. PERFORMANCE ASSESSMENT

   a. The Board may assess and evaluate the Specialist's performance based on data from Cares2. This includes completed disposition information, inventory, notes, amended orders and all activity.

   b. The Board 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 the Board; or who does not comply with the contract provisions. The Board may monitor performance under the contract and report performance to the Specialist and his/her supervisor/manager.

   c. The Board 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; and specific standards for the quality of work to be performed. The Board may provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by the Board within sixty (60) days of receipt of written notice, the Board may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

   The Specialist shall make available to the Board, 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.

4. JOB-RELATED TRAVEL

   a. Where the Board anticipates meetings or training classes in Sacramento, only the primary Specialist(s) (no supervisors) may be approved for reimbursement of travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line item of the contract Budget Worksheet so long as the reimbursement is consistent with the Invoicing Instructions (Attachment VI).

   b. The District Attorney's Office must obtain prior written authorization from the Board to attend restitution and/or collection related training, conferences, or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the Board reserves the option to deny the reimbursement of the expenses.

5. MOVING

   a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.

   b. The District Attorney's Office shall obtain written authorization from the Board to relocate computer equipment sixty (60) calendar days before any planned relocation. Written notification should be

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

addressed to the attention of the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

d. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's Office's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time under this contract.

6. REGULATIONS AND GUIDELINES

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

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure all Specialists performing the duties described in this contract comply with Board 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 the Board. The Board 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 IT assets, which may include, but are not limited to, computer systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase.

The District Attorney's Office shall obtain prior written approval from the Board for the acquisition of equipment (capitalized assets) even though funding may have been previously requested and made part of the budget for this contract. The Board reserves the option of not reimbursing the District Attorney's Office for equipment purchases not requested or approved in writing prior to the purchase.

The District Attorney's Office shall submit the request for equipment purchases on the County Purchase Request Form (Attachment VII) and submit it to the Board's CRC Restitution Analyst, Legal Division, California Victim Compensation Board, P.O. Box 350, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment.

Costs for providing Information Technology (IT) equipment (as defined in State Administrative Manual Section 4819.2) including computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and upon pre-approval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, the Board will configure, and provide support for the equipment and pre-installed software.

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If the District Attorney's Office purchases IT equipment, the District Attorney's Office is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The Board strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney's Office is responsible for paying support and/or maintenance service cost. The Board is not a party to such contract.

All equipment reimbursed under this contract shall be the property of the Board and shall be identified with a state asset identification tag. The District Attorney's Office shall ensure no one other than the Specialist who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches, upgrades, and keep anti-virus software executed and up-to-date on any machine Board data may be used. 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.

If computer software is purchased under this contract, vendors shall certify the software has appropriate systems and controls in place to ensure state funds are not used to acquire, operate, or maintain computer software in a manner that does not comply with applicable copyrights. If applicable, the Board reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract.

All personal computers should use the following hardware, or an approved equivalent, which is the current standard for the Board:

i. Intel 4th Generation Multi-Core i7 Processor
ii. 8 GB RAM
iii. 500 GB Hard Drive
iv. Network Port
v. USB Port(s)
vi. 24" Flat Panel monitor
vii. USB Keyboard
viii. USB Mouse or Trackball

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

i. Microsoft Windows 7 Enterprise Operating System
ii. Internet Explorer 11, Edge ** or Google Chrome
iii. Windows Media Player **
iv. Microsoft Office 2010 or higher
    a) Word
    b) Excel
    c) PowerPoint
    d) Outlook
v. Adobe Reader

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vi. Adobe Flash Player
vii. Java 8
viii. McAfee VirusScan Enterprise or similar antivirus protection
ix. Verdiem Surveyor Client (Energy Management Software) or a similar product

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from the Board prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: helpdesk@victims.ca.gov.

9. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2019 through June 30, 2022.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear a state asset identification tag. The asset tag is supplied by the Board. 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 VIII). The completed form shall be submitted to the Board's CRC Restitution Analyst electronically by July 15th of each fiscal year.

The Board 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 this contract.

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

All equipment procured or supplied under this contract, will be the property of the Board 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 the Board for disposal, unless preapproval is obtained from the Board 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 the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov and CRC Restitution Analyst.

11. 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 the Board's confidential data for another purpose. Personally Identifiable Information (PII) shall be held in the strictest confidence and shall not

EXHIBIT D

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be disclosed except as required by law or specifically authorized by the Board (refer to Information Security Policy Attachment I).

The Board'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 the Board's Executive Officer, Chief Deputy Executive Officer, or Chief Counsel.

The Board's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code, § 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the Board's Legal Division. Please contact (916) 491-3605 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 the Board. The Specialist, their supervisor/manager, 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 II).

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 the Board, 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 the Board's records by such staff persons.

12. COMPLIANCE WITH BOARD POLICIES

The District Attorney's Office shall ensure that all staff reviews and complies with the requirements of the Fraud Policy (Attachment III), Acceptable Use of Technology Resources (Attachment XI), Privacy Policy (Attachment XII) and Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement and Certification (Attachment II), CalVCB Acknowledgement of Policies (Attachment V), and the Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

California Victim Compensation Board
Business Services Branch
Attn: Contracts
400 R Street Suite 400
Sacramento, CA 95811

In the event fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

California Victim Compensation Board
Legal Division
P.O. Box 350
Sacramento, CA 95812-0350

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

The Specialist should not:

a. Attempt to access the Cares2 application from any location other than the assigned work Location. Working remotely requires prior authorization from the Board. Contact the CRC Restitution Analyst.
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.
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, other peripheral device into the network system or desktop computer.
k. Disclose any PII information to unauthorized users.

Any virus attacks, security violations, and privacy breaches, should be reported immediately to your county Information Security Officer, your supervisor, CRC Restitution Analyst, and the Chief Counsel. You must also notify the Board's IT Help Desk by sending an email to: helpdesk@victims.ca.gov.

The Specialist may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary, the Board will provide advance notice and coordinate the sessions with the District Attorney's Office. The users shall read and adhere to Board policies and procedures and are required to sign the applicable acknowledgment forms upon hire and annually thereafter.

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

13. 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 the Board must be personally served on the Board at the California Victim Compensation Board, Attn: Legal Division at 400 R Street, Ste. 500, Sacramento CA 958111. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for assistance or questions.

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

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14. INCOMPATIBLE WORK ACTIVITIES

The Specialist assigned to perform services for the Board must not:

a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her 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 the Board for a mailing list that has not been authorized by the Board.
e. Represent him or herself as a Board employee.
f. Take any action with regard to a Board applicant or restitution matter with the intent to obtain private gain or advantage.
g. Involve him or herself in the handling of any application or restitution matter when he or she has 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 the Board 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 the Board's Legal Division at (916) 491-3605.

15. RETENTION OF RECORDS

The District Attorney's Office will scan all case documents and retain the documents for 365 days from the scan date. The documents will be destroyed after the 365 days have passed via confidential destruct. The electronic records will be retained for 25 years thereafter.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, 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 his 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 sub-contractors 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 sub-contractors 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.

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17. TERMINATION FOR CONVENIENCE

The Board 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 the Board within thirty (30) calendar days of the date of termination.

Attachment I

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

CalVCB Confidentiality Statement

Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy, Memo number 17-008 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

State Employees and Contractors

Initial each section.

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

- Access, inspect, use, disclose, or modify information only to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-CalVCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-CalVCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to CalVCB without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to CalVCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Deputy Executive Officer, or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.

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

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

I, SF acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:

- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

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

CALIFORNIA
CalVCB
VICTIM COMPENSATION BOARD

Certification

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

I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

If I am a contractor, I understand that it is my responsibility to share these contract provisions with any staff under my supervision and ensure that they comply with its provisions.

Stacy Farmer
Signature

05/06/19
Date

STACY FARMER
Name (Print)

Fraud Policy

Memo Number: 17-004
Issued July 10, 2017
Supersedes: 13-001
Effective immediately
Does not expire
Issued By: Legal Division

Purpose

To describe steps to be taken in the event fraud is suspected.

Policy

The California Victim Compensation Board (CalVCB) is committed to protecting the Restitution Fund against the risk of loss and will promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with CalVCB. CalVCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.

This policy is not intended to address employee work performance, therefore, an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the Human Resources Branch. If the suspected fraud involves another employee, the employee should contact his/her supervisor/manager immediately. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the Human Resources Branch immediately.

Definition

Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:

- Any dishonest or fraudulent act.
- Any violation of federal, state, or local laws related to fraud.
- Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.
- Profiteering as a result of insider knowledge of CalVCB activities.

How to Report Fraud

Any employee who suspects fraud or has received an external fraud complaint shall immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. Managers must complete an Investigation Referral Form (available on Boardnet), and submit it to the Deputy Executive Officer of their division for referral to the Provider Evaluation Team (PET).

If an employee receives a complaint of fraud from an external complainant, the employee should not attempt an investigation. The employee should gather contact information from the complainant and refer the matter to their supervisor for immediate submission to PET.

There are four reporting options available for external complainants:

1. Send an email to the fraud hotline at FraudHotline@victims.ca.gov
2. Call the toll-free fraud hotline at 1 (855) 315-6083
3. Write to the Legal Division at 400 R Street, Sacramento, CA 95811
4. Fax the complaint to (916) 491-6409

All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the PET Team.

Investigations

The PET has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Pertinent investigative findings will be reported to executive management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with executive management.

Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to CalVCB.

All information received in the course of a fraud investigation is treated as confidential to the extent permitted by law. CalVCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity. CalVCB employees must report any alleged reprisal, retaliation, threat or similar activity immediately.

In order to maintain the integrity of the investigation, CalVCB will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is also important in order to

avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect CalVCB from potential liability.

Contacts

For questions, contact the Deputy Executive Officer for your division.

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

INVESTIGATION REFERRAL FORM

Involved Division/County (check all that apply)

- ☐ Victim Compensation Division
  - ☐ Application Intake Section
  - ☐ Eligibility Determination Section
  - ☐ Benefit Determination Section
  - ☐ County Liaison and Support Section
  - ☐ Mental Health Section
  - ☐ Appeals Process Section
  - ☐ Policy, Planning and Research Section
  - ☐ Customer Service Section
- ☐ Administration Division
  - ☐ Human Resources Section
  - ☐ Information Technology Section
  - ☐ Business Services Section
- ☐ Fiscal Services Division
  - ☐ Budget Section
  - ☐ Accounting Section
  - ☐ Government Claims Program
  - ☐ Restitution Recovery Section
  - ☐ Liens & Overpayment Recovery Section
- ☐ Legislation & Public Affairs Division
  - ☐ Legislation Section
  - ☐ Regulations Section
  - ☐ Training Section
  - ☐ Communications & Outreach Section
- ☐ Joint Powers County
- ☐ Criminal Restitution Compact County

Nature of Complaint (check all that apply)

- ☐ Services not rendered
- ☐ Unnecessary services
- ☐ Excessive billing
- ☐ Double billing
- ☐ Upcoding and Unbundling
- ☐ Provider licensure issue
- ☐ Identity theft
- ☐ Forgery/alteration of documents
- ☐ Misappropriation of State assets
- ☐ Other (Please describe):

Complainant

☐ Employee ☐ Claimant ☐ Provider ☐ Attorney/Representative ☐ Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

INVESTIGATION REFERRAL FORM

Complaint Against

☐ Employee ☐ Claimant ☐ Provider ☐ Attorney/Representative ☐ Other

Name of the involved

Name(s) of other parties involved

Application Number and Any Associated Application Numbers (if applicable)

Application Processed By? ☐ Headquarters ☐ JP County

Dollar Amount Involved?

Type of Expenses Involved? ☐ MH ☐ Relocation ☐ I/S ☐Medical ☐ F/B ☐ Other

Date of Complaint Occurred?

Date of Complaint Discovered?

Complaint (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?)

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

INVESTIGATION REFERRAL FORM

Approving Manager/Supervisor Signature (Name & Title)*

Unit/Section (if applicable)

Phone Number

Date

*Not required if you believe your supervisor is involved in the fraudulent activity.

Approving Deputy Executive Officer:

☐ Proceed to OAI ☐ Return to Requestor

Reason for Return:

Deputy Executive Officer Signature _____ Date _____

To assist in the processing of a complaint involving a CalVCP application, please ensure all necessary verifications are completed prior to submission.

California Victim Compensation Board
Acknowledgement of Policies

1. **Fraud Policy (Attachment III)**

   I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy (Memo 17-004). I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/ manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

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

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

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

2. **Acceptable Use of Technology Resources (Attachment XI)**

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

3. **Privacy Policy (Attachment XII)**

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

4. **Password Policy (Attachment XIII)**

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

5. **Incompatible Work Activities**

   I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 14, 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

Stacy Farmer	05/06/19
CRC Restitution Specialist Signature	**Date**
STACY FARMER	PROSECUTION ASSISTANT
Typed or Printed Name	**Classification Title**
Jennifer Lightfoot	5/7/19
Manager/Supervisor Signature	**Date**
Jennifer Lightfoot	Division Manager
Type or Printed Name	**Classification Title**
Tulare	
County	**Contract Number**

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they are necessary to perform the services under this agreement and provided for in the budget.

Personnel Expenses - Salaries and Wages
Salary is calculated as follows: Hourly Rate x Hours Worked x % Billed = Salary Billed. Salary cannot exceed actual amount paid out as listed on the back-up documentation.

Fringe Benefits
Benefits are calculated as follows: Salary billed x Benefit % = Benefit Billed.

Operating Expenses
The following items fall within this category: rent, utilities, postage, data processing, office supplies, telephone, insurance, training, travel, and expendable equipment. All items submitted must include a description or explanation of the expense, and a receipt, if necessary.

The following subcategories have special requirements as noted below. Rent
The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount. A receipt is not required.

Office Supplies
A request for office supplies in excess of $500 per PY requires a justification for the entire amount of expenditures. Receipts required.

Workers' Compensation Insurance
Workers' Compensation insurance may be billed to the county as an annual fee; however, it cannot be billed to the contract as an annual lump sum. Please divide the annual amount and bill monthly. Include back-up information detailing the charge.

Travel
All travel must be pre-authorized by CalVCB. Allowable expenses include transportation, lodging, meals and incidental items incurred by the Specialist to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

The contractor may use either its own written travel and per diem policy or the state policy in accordance with State Administrative Manual Section 0700, but it cannot exceed the state's travel reimbursement rate.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Specialist attended a conference in Sacramento, 100 miles @ 0.58 per mile = $58.00.

Expendable Equipment (Non-capitalized assets)
Expendable equipment includes equipment with an acquisition cost of $499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Provide a detailed description and indicate the number of pieces of equipment being purchased.

Equipment (Capitalized Assets)
Capitalized assets include equipment with an acquisition of $500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including monitors and CPU). Provide a detailed description and indicate the number of pieces of equipment being purchased.

Note
Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the California Compensation Board (CalVCB) must be requested in writing and approved in writing **prior to purchase**. All requests must be submitted on the **County Purchase Request Form** (Attachment VII). Further, CalVCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification Authorization Request Form)

The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's contract. As stated in the contract, **all equipment purchases must be justified by the requesting County and approved by CalVCB.** If the request is not approved by CalVCB, the purchase will not be authorized for payment through the contract. **A separate form must be completed for each piece of equipment being requested.**

1. COUNTY CONTACT INFORMATION

County:	**Contract Number:**	**Fiscal Year Funded:**
Contact Name:	**Address:**	**Phone Number:**
Email:		

2. EQUIPMENT REQUEST

Submission of this form is not a guarantee of equipment approval. CalVCB's CRC/JP Analyst, Business Services Branch (BSB) Analyst, and Information Technology Division (ITD) Analyst, will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County.
Note: Acquisition of an equipment maintenance plan is the responsibility of the County, and may be funded through the contract.

Equipment Type:	**Make:**	**Model:**	**Cost:**
Software: (e.g., Windows 7, Microsoft Office Suite)			**Cost:**
Equipment Maintenance Plan: (describe terms/pricing)			**Cost:**
Explain how payment for the equipment shall be made: (approved in contract budget, purchased by VCP, other)			

3. PURCHASE JUSTIFICATION

Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the CRC/JP Analyst to provide additional information.

4. COUNTY AUTHORIZATION

By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The coordinator/supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.

County Coordinator/Supervisor Signature:	**Date:**

5. PURCHASE APPROVAL

If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.

NOTE: Retain a copy of this document for further processing. After equipment has been acquired, the County will be required to complete the CalVCB Asset Identification Form. This form will provide CalVCB with the information needed to document the equipment specifications and serial number. Upon receipt by CalVCB, an asset tag will be assigned and sent to the County with further instructions.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

For CalVCB Staff Use Only:

The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSB/ITD Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSB for further review and processing.

CRC/JP Analyst Staff Comments:

This request is: ☐ **Approved** ☐ **Denied**	**CRC/JP Analyst Name:**	**Date:**
CRC/JP Manager's Signature (required)	**Signature:**	**Date:**

The BSB Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSB will forward to ITD for additional review/approval.

BSB Approval / Comments (include Approved Changes or Denial details in this section)**:**

This request is: ☐ **Approved** ☐ **Approved w/Changes** ☐ **Denied**		**Approved by (BSB Analyst):**	
BSB Manager's Signature (required)	**Signature:**	**Date:**	**ITD Review/Approval Required?** **Yes** ☐ **No** ☐

The ITD Analyst is responsible for determining if the IT equipment requested is compatible with CalVCB equipment and/or meets all requirements to interface with the CalVCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITD and BSB will consult regarding equipment replacement, as necessary.

ITD Approval/Comments (include Approved Changes or Denial details in this section)**:**

This request is: ☐ **Approved** ☐ **Approved w/Changes** ☐ **Denied**		**Approved by (ITD Analyst):**	
ITD Manager's Signature (required for IT purchases only)	**Signature:**		**Date:**

COUNTY PURCHASE REQUEST FORM:

INSTRUCTIONS AND RESPONSIBILITIES

County Staff Responsibilities - Request

1. County staff will complete each section of the County Purchase Request Form (form) and obtain County authorization.
2. The County will then submit the form to their assigned CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Review

1. CRC/JP Analyst reviews form to verify it is completed correctly and that sufficient funds are available.
   - If the form is not filled out correctly, **the form is returned** to the County with instructions on how to proceed (i.e., complete cost, provide justification, etc.).
2. CRC/JP Manager will either sign and approve the form, or deny the request and return the form to the County with an explanation of the denial.
3. If approved, CRC/JP Analyst will send the signed, approved form to BSB for further processing.

BSB Staff Responsibilities - Process

1. BSB staff will verify the equipment/cost and accept or make recommendations based on appropriateness and pricing. If the request is acceptable, the BSB Manager will sign and approve the form.
   - If the form is not filled out correctly, BSB staff will note the necessary changes needed and returns the form to CRC/JP Analyst.
2. BSB will note on the form whether Approved, Approved w/Changes, or Denied. Changes or reason for denial will be noted on the form.
3. BSB will make a copy of the form and return the signed copy to the CRC/JP Analyst for processing.
   - If the form includes a request for ITD equipment, BSB will first forward the form to ITD for processing.

ITD Staff Responsibilities - Process

1. ITD will verify that the purchase is appropriate/compatible and authorize the IT equipment by checking "Approved".
   - If alternate equipment is recommended, ITD will check "Approved w/Changes" and explain the reason for the change.
   - If the equipment request is not approved, ITD will check "Denied".
2. ITD will route the form to BSB for further processing.
3. Upon receipt, BSB will make a copy of the form and return it to the appropriate CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Status

1. The CRC/JP Analyst will notify the County of the status of the request, and if it has been approved, to proceed with their purchase.

County Staff Responsibilities – Asset/Inventory

1. Once the new equipment is received, County staff will complete a State Asset Identification Form and submit it within 10 business days to their assigned CRC/JP Analyst.
2. An asset tag(s) will be sent from CalVCB to County staff once the equipment has been received.
   - A BLUE asset tag will be issued for non-IT equipment; a RED asset tag will be issued for IT equipment.
3. County staff will affix the asset tag(s) to the new equipment.

Annual Inventory: In July each fiscal year, County staff must submit a completed County Inventory Form which details all equipment purchased with CalVCB funds. This form must be returned to their assigned CRC/JP Analyst.

CalVCB Asset Identification Form

As required by the State Administrative Manual and the County contracts, all assets purchased with State funds must be properly identified and inventoried, and an asset tag affixed to the asset. To comply with these requirements, the County must complete the information provided below.

Upon completion, a copy of this form must be emailed to your assigned CRC/JP analyst.

County Name	Contract Number	Address
County Contact Name	**Phone Number**	**Email Address**

ASSET INFORMATION (To be completed by the County; use Page 2 for additional items)	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	

***The following examples represent the types of assets that must be inventoried**: IT Assets: computer, monitor, copier, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

COUNTY ACKNOWLEDGEMENT

A complete accounting of all assets and corresponding asset tags must be provided to CalVCB in July of each Fiscal Year. Counties must use the County Inventory Form provided with their contract (see Contract Attachments) to account for and report all assets purchased with CalVCB funds. The County Coordinator/ Supervisor understands and accepts responsibility for submission of a complete and accurate County Inventory Form for the current Fiscal Year.

By signing below, you acknowledge that all asset tags have been properly affixed to equipment purchased with CalVCB funds, and that an accounting of all assets will be reported at the end of the Fiscal Year, as indicated above:

County Coordination/Supervisor (required):	Date:

ASSET TAG

Asset Tag(s) Provided to CRC/JP Analyst By:		Asset Tag(s) Sent to County By:	
BSB/ITD Analyst:	Date:	CRC/JP Analyst:	Date Sent:

Once the purchase is completed, CalVCB's BSB/ITD staff will update its asset management system to include the equipment purchased for the County. An asset tag(s) will be assigned and sent to the County by the CRC/JP Analyst identified above. Upon receipt, the County must properly affix the asset tag(s) provided below to the equipment.

Asset Tag Number To be provided by CalVCB	ASSET TAG

Non-IT = Blue Asset Tag **IT = Red Asset Tag**

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by CalVCB	ASSET TAG

***The following examples represent the types of assets that must be inventoried**: IT Assets: computer, monitor, copier, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

Attachment X

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

STACY FARMER	TULARE CO. DISTRICT ATTORNEY'S OFFICE	
User Name (Print)	Division or Unit	
Stacy Farmer	05/06/19	(559) 205-1001
User Signature	Date	Phone Number
[signature]	5/7/19	(559) 636-5471
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.

Attachment XI

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

Attachment XII

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

CALIFORNIA CalVCB VICTIM COMPENSATION BOARD

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.

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Tulare	946000596
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Kuyler Crocker	
Date Executed	*Executed in the County of*
	Tulare

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 required by authorized officials of the contracting agency, the Department of Industrial Relations,

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

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

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Tulare	94-6000596

By (Authorized Signature)

Printed Name and Title of Person Signing

Kuyler Crocker, Chairman, Tulare County Board of Supervisors

Executed in the County of	Executed in the State of
Tulare	CA

Date Executed

DARFUR CONTRACTING ACT FORM

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

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

Company/Vendor Name (Printed)	*Federal ID Number*
County of Tulare	94-6000596
Printed Name and Title of Person Initialing (for Options 1 or 2)	
Kuyler Crocker, Chairman, Tulare County Board of Supervisors	

1 _____ Initials — We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ Initials + certification Below — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

By (Authorized Signature)	
Printed Name and Title of Person Signing	
Kuyler Crocker, Chairman, Tulare County Board of Supervisors	
Date Executed	*Executed in the County and State of*
	County of Tulare, State of California