



12-0490  
#5  
5/15/12

**RESOLUTION NO. 052-2012**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS**, the El Dorado County Board of Supervisors has designated the El Dorado County Victim Witness Center as the provider of major and comprehensive victim and witness services in El Dorado County; and

**WHEREAS**, the California Victim Compensation and Government Claims Board has selected El Dorado County Victim witness Assistance Center to receive "Joint Power" monies for the purpose of verification of victim claims; and

**WHEREAS**, the California Victim Compensation and Government Claims Board has allocated \$163,349 for fiscal year 2012/2013 and \$163,349 for fiscal year 2013/2014 and \$163,349 for fiscal year 2014/2015 for the El Dorado County Victim Assistance Center for this specific task;

**NOW, THEREFORE, BE IT RESOLVED** that the District Attorney and/or the Chief Assistant District Attorney are authorized, on their behalf, to sign the attached Standard Agreement with the California Victim Compensation and Government Claims Board to receive monies to operate a victim assistance center and are further authorized to sign any amendments or extension thereof that would be prompted by changes in funding levels from the State of California and would not increase net county costs.

**BE IT FURTHER RESOLVED** that state funds receive hereunder shall not be used to supplant local funds that would, in the absence of the California Victim Witness Assistance Program, be made available to support the assistance of victims and witnesses of crime.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 15th day of May, 2012, by the following vote of said Board:

Ayes: Sweeney, Nutting, Knight, Briggs, Santiago

Noes: None

Absent: None

Attest:

Theresa Daly

Acting Clerk of the Board of Supervisors

By:

  
Deputy Clerk

  
Chairman, Board of Supervisors  
John R. Knight

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



AGREEMENT NUMBER <b>VCGC2046</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
 CONTRACTOR'S NAME  
**COUNTY OF EL DORADO**
- The term of this Agreement is: **JULY 1, 2012** through **JUNE 30, 2015**
- The maximum amount **\$ 490,047.00**  
 of this Agreement is: **Four hundred ninety thousand, forty seven dollars and zero cents**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B1 – Budget Page	2 Pages
Exhibit C* – General Terms and Conditions (GTC610)	1 Page
Exhibit D – Special Terms and Conditions	8 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – VCGCB Confidentiality Statement	1 Page
Attachment IIb – CalVCP Confidentiality Statement	3 Pages
Attachment III – Invoice Instructions	2 Pages
Attachment IIIb – Invoice Worksheet	1 Page
Attachment IV – Training Request Form	1 Page
Attachment V – Equipment Purchase Authorization Form	2 Pages
Attachment VI – Imaged Document Confidential Destruct Policy- Document Receiving Section Memo 09-001	2 Pages
Attachment VII – Overpayment Checklist	1 Page
Attachment VIII – County Inventory Form	1 Page

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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF EL DORADO</b>		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Vern Pierson, District Attorney		
ADDRESS		
515 Main Street Placerville, CA 95667		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS		
400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811		

Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

1. The Contractor agrees to provide to the California Victim Compensation and Government Claims Board (VCGCB) services as described herein:

The data entry, verification and processing of claims for the unreimbursed financial losses of victims of crime.

2. The Contractor shall verify and process applications and bills pursuant to the statues, regulations, policies, and the CalVCP on-line procedure manual. (GC 13950-13974; CCR Title 2, CH. 1, ART 5.5 and 5.6 (648-649))
3. The Contractor shall only use information collected under this contract for the purpose of verifying and processing claims.
4. The data entry, verification, and processing of all applications and bills shall be performed by persons who have completed all required training provided by the VCGCB, and who have been certified as eligible to perform such duties.
5. The Contractor shall conduct data entry, verification, and processing for applications and bills related to crimes that occurred in the following counties: El Dorado, Lake, Alpine, Mono, and Inyo.
6. The VCGCB may, at its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
7. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system, to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES located in the CalVCP on-line procedure manual.
8. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
9. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.

**EXHIBIT A**  
**SCOPE OF WORK**

10. The services shall be performed at:

County of	El Dorado
Office	District Attorney's Office
Address	515 Main Street
City, State, Zip	Placerville, CA 95667

11. The services shall be provided during regular business hours, Monday through Friday, except State holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the County Liaison and Support Section (CLASS) manager in advance for any temporary changes in schedule or operating hours.

12. The project representatives during the term of this agreement will be:

State Agency: Victim Compensation and Government Claims Board	Contractor: El Dorado County District Attorney
Name: Christie Munson, County Liaison and Support Section Manager	Name: Sue Meyer, Program Coordinator
Phone: (916) 491-3764	Phone: (530) 642-4760
Fax: (916) 491-6425	Fax: (530) 295-2602

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: El Dorado County District Attorney/ Victim Witness Program
Section/Unit: Business Services Section	Section/Unit: Financial Officer
Attention: Megan Hawk, Contracts Analyst	Attention: Jodi Albin
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 515 Main Street Placerville, CA 95667
Phone: (916) 491-6469	Phone: (530) 621-6421
Fax: (916) 491-6413	Fax: (530) 621-1280

**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 VCGCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this contract, as reflected in the attached budget.
- b. Invoices shall include the contract number and time sheets or attendance records, including the employee name, position/classification, and time base. Invoices and timesheets/attendance records should be submitted no later than the thirtieth (30<sup>th</sup>) day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

Victim Compensation and Government Claims Board  
Attn: Accounting Manager  
400 "R" Street, Suite 500  
Sacramento, California 95811

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2013 for fiscal year 2012/2013, after June 30, 2014 for fiscal year 2013/2014, and after June 30, 2015 for fiscal year 2014/2015. The final reimbursement to the Contractor for each fiscal year shall be contingent upon the receipt and approval of this closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

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

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

The Contractor shall be paid by the VCGCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims and shall not be used to supplant those currently provided by county funds, or grants administered by the California Emergency Management Agency.

3. PROMPT PAYMENT CLAUSE

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

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

4. COST LIMITATION

The total amount of this agreement shall not exceed \$163,349.00 for fiscal year 2012/13, \$163,349.00 for fiscal year 2013/14, and \$163,349.00 for fiscal year 2014/15. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

The Contractor shall submit a budget for Fiscal Year 12/13 with this contract. The Contractor shall submit a proposed budget for Fiscal Year 2013/14 by no later than March 1, 2013 and for Fiscal Year 2014/15 no later than March 1, 2014. Proposed budgets shall be submitted to:

Victim Compensation and Government Claims Board  
Attn: CLASS Manager  
400 R Street, Suite 500  
Sacramento, CA 95811

5. REDUCTION OF CONTRACT AMOUNT

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



Name of County El Dorado  
 Contract Number VCGC2046

FY 2012-2013

**OPERATING EXPENSES**

Contract Amount

Rent (Square feet=_____)	_____
Utilities	<u>3258.52</u>
Insurance	_____
Equipment rental	<u>653.28</u>
Equipment repair	_____
Office supplies	<u>1486.17</u>
Telephone	<u>2588.32</u>
Postage	_____
Expendable equipment (non-capitalized assets)	_____
Overhead	_____
Training	_____
Data Processing	_____
Other	<u>204</u>
Travel - Meetings, conferences	_____
Travel - Training	_____

**TOTAL OPERATING EXPENSES** **8190.29**

**TOTAL AMOUNT OF CONTRACT FOR THIS YEAR** **163,349.00**

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

Yes  No

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

	Source of funding	Amount
Personnel Services	_____	_____
Operating Expenses	_____	_____
	Total	<b>0</b>



**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. PERSONNEL SERVICES AND WORKLOAD**

- a. The Contractor shall notify the VCGCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions, and prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval will be based upon the VCGCB's review of the Contractor's workload and upon the availability of funds.
- c. The Contractor shall notify the VCGCB 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 three (3) weeks. When the staff person is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the Contractor for that period of time 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 Contractor agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county Victim Assistance Program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB or the Deputy Executive Officer's Designee. The Contractor will also obtain prior written authorization before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.
- f. In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A – 1a and 1b, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.
- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties, the name of his or her supervisor; the names of any staff supervised; and any other information as required by the VCGCB. The Contractor shall also provide individual county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the contractor. The Contractor shall update the information any time a change is made.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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

**2. INCOMPATIBLE ACTIVITIES**

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

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB employee.
- g. Take any action with regard to a victim compensation claim, or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contacts is for the purposes of carrying out the services under the contract and is done in an appropriate manner.
- j. The Contractor shall submit to the VCGCB, in accordance with state law, a signed Form 700 (Statement of Economic Interests) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members.

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

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to the VCGCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**3. PERFORMANCE ASSESSMENT**

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

- a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.
- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB or who does not comply with the contract provisions. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims and the contractor will provide replacement staff. The VCGCB may subsequently agree to allow any such employee to work under this agreement.
- c. The VCGCB may set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, time frames for completion of work, amounts of work to be completed within given time frames, and standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the Contractor. If the Contractor fails to achieve the performance and production expectations set by the VCGCB as set forth in the written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the agreement upon an additional 30 days notice.

**4. PROGRAM EVALUATION AND MONITORING**

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

**5. JOB-REQUIRED TRAINING**

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

The Contractor shall include in the annual budget an amount equal to at least \$200 per staff member providing services under the contract for VCGCB required training and travel, or the Contractor shall certify that funds are available from another source in that amount to support required training and travel costs.

The Contractor shall obtain prior written authorization from the VCGCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

Training Request Form (Attachment V to this contract) and forwarded to the County Liaison and Support Section for approval.

6. **MOVING**

- a. The VCGCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- b. The Contractor shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. Written notification should be addressed to the County Liaison and Support Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.
- 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 Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the Contractor for lost production time.

7. **EQUIPMENT**

- a. Written request and approval prior to purchase

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

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

- b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including input and output devices with software as well as monthly maintenance fee and installation, as deemed necessary by the VCGCB, shall be provided and/or reimbursed by the VCGCB. Specifically, if the VCGCB purchases equipment, then the VCGCB will configure, install, and provide support for equipment and operating software. If the Contractor purchases equipment, then the Contractor is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service agreement with the vendor. The Contractor is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs. The VCGCB is not a party to such contract.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

All equipment purchased or reimbursed under this contract, regardless of whether acquired by the VCGCB or the Contractor, shall be the property of the VCGCB and shall be identified with a state identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment.

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

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

**8. OPERATING EXPENSES**

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

**9. PERFORMANCE PERIOD AND CONTRACT RENEWAL**

The period of performance for the contract shall be from July 1, 2012 through June 30, 2015.

**10. INVENTORY**

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, reimbursed or paid for under this contract shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The Contractor shall prepare an equipment inventory listing using the County Inventory Form (Attachment IX) as of June 30th of each year for the term of this contract. The completed forms shall be submitted to the VCGCB Business Services Section, P. O. Box 48, Sacramento, CA 95812-0048.

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

**11. CONFIDENTIALITY OF RECORDS**

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- a. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).
- b. The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The VCGCB'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 VCGCB's Legal Office.

- c. The Contractor shall ensure that all staff are informed of and complies with the requirements of this provision and any direction given by the VCGCB. The Contractor shall complete and submit a signed VCGCB Confidentiality Statement (Attachment II to this contract) to:

Victim Compensation and Government Claims Board  
Attn: Megan Hawk, Contracts Analyst  
Business Services Section  
400 "R" Street, Suite 400  
Sacramento, CA 95811

- d. The Contractor shall submit annually to CLASS the confidentiality statements (Attachment IIB) signed by each staff member, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract.
- e. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.
- f. The Contractor will forward any Public Records Act Requests (PRAs) or Information Practices Act (IPAs) requests received related to provision of services under this contract to the VCGCB Legal Office, The Contractor will not take action on any PRA or IPA request for VCGCB records without obtaining prior permission from the Legal Office.

12. SUBPOENAS

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for Victim Compensation program records must be personally served on the California Victim Compensation and Government Claims Board at 400 R Street, Suite 500, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide the VCGCB with original and complete claim documents upon request. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the subpoena, including the use of overnight express mail.

**13. RETENTION OF RECORDS**

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System (CaRES), the VCGCB claims management database, for one year from the date the document is received. After one year the Contractor shall contact the County Liaison and Support Section to make arrangements for the documents to be destroyed consistent with Imaged Document Confidential Destruct Policy Memo Number 09-001 (Attachment VII to this contract).

The Contractor shall not destroy any files or records without written authorization from the VCGCB.

The Contractor shall retain claim files related to applications filed using the former claims management database, VOX, in its file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the VCGCB. The VCGCB will notify the Contractor if or when "inactive" files need to be sent to the VCGCB. The Contractor shall not destroy any files or records without written authorization from the VCGCB.

**14. 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 subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**15. TERMINATION FOR CONVENIENCE**

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



**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

above-mentioned costs shall be submitted to the VCGCB within thirty (30) calendar days of the date of termination.

**16. REGULATIONS AND GUIDELINES**

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