

AGREEMENT NUMBER

VC-7085

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CALIFORNIA VICTIM COMPENSATION BOARD

CONTRACTOR'S NAME

COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE

2 The term of this Agreement is: **JULY 1, 2017** through **JUNE 30, 2019**

3. The maximum amount of this Agreement is: **\$151,172.00**
One Hundred Fifty One Thousand One Hundred Seventy Two Dollars

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

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 04/2017)	1 Page
Exhibit D – Special Terms and Conditions	9 Pages
Exhibit E – CalVCB CRC Specialist Monthly Activity Timesheet	1 Page
Attachment I – CalVCB Information Security Policy (Memo 17-008)	6 Pages
Attachment II – CalVCB Confidentiality Statement and Certification	4 Pages
Attachment III – CalVCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – CalVCB Acknowledgement of Policies	1 Page
Attachment VI – Instructions for Completing Monthly Invoices	3 Pages
Attachment VII – County Purchase Request Form and Instructions	3 Pages
Attachment VIII – CalVCB County Inventory Form	1 Page
Attachment IX – CalVCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	2 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 17-005)	5 Pages
Attachment XII – Privacy Policy (Memo 17-010)	4 Pages
Attachment XIII – CalVCB Password Policy (Memo 17-012)	6 Pages

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

These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR

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

COUNTY OF SOLANO, DISTRICT ATTORNEY'S OFFICE

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

675 Texas Street, Suite 4500, Fairfield CA 94533

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA VICTIM COMPENSATION BOARD

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER

ADDRESS

400 R STREET, SUITE 500, SACRAMENTO, CA 95811

**California Department of General
Services Use Only**

☐ Exempt per:

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 that:

- 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 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:
 - Involvement in the crime
 - Lack of cooperation with law enforcement or the Board
 - Felon

EXHIBIT A

SCOPE OF WORK

- f. When the Specialist receives notice an applicant filed for assistance from the Board prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the Board, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from the Board's application processing system during the trial stage, the Specialist must obtain approval from the Board.
- 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 that 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.
- j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (via the CR-110s and/or Minute Orders) is forwarded to the Board's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), 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 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.
- l. 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 information, order information, and offender information.
- m. The Specialist will cooperate with CDCR staff in the modification of restitution orders.
- n. The Specialist shall notify the Board's Restitution Analyst, upon discovery, that the applicant has filed a civil suit, vehicle insurance claim, Workers' Compensation claim, or any other type of

EXHIBIT A

SCOPE OF WORK

recovery that could be used to offset losses the applicant may have incurred as a direct result of the crime.

- 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 discuss ways of ensuring the collection of, as well as increasing 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's 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.
2. The project representatives during the term of this contract will be:

Requesting Agency: California Victim Compensation Board	County of Solano DA's Office
Name: Valinda Roberts, Deputy Executive Officer Administration and Finance Division	Name: Tonya Covington
Phone: (916) 491-3505	Phone: 707-784-7588
Fax: (916) 491- 6420	Fax:
Email: Restitution@victims.ca.gov	Email: trcovington@solanocounty.com

For additional information, direct your inquiries to:

CalVCB CRC Liaison:	Name: Tammy Newton
	Email: Tammy.Newton@victims.ca.gov
	Phone: (916) 491-3678
CalVCB Contract Section:	Name: Ryan Metzger, Contract Analyst
	Email: Ryan.Metzger@victims.ca.gov
	Phone: (916) 491- 3877
CalVCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@victims.ca.gov
	Phone: (916) 491-3709

EXHIBIT B

BUDGET DETAIL AND 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.
- 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 (Exhibit B-1). The District Attorney's Office will not invoice for more than the actual time the staff person(s) has devoted to the Board in a specific month. The District Attorney's Office shall submit the following backup documentation with their invoices:
 - CalVCB Monthly Activity Timesheet, Exhibit E, for each employee for the time period billed;
 - County timesheets for each employee for the time period billed;
 - Copy of the County's Accounting or Human Resources report displaying the salaries/wages and itemized benefits actually paid to each employee for the time period billed;
 - Itemize all operating and overhead expenses for the time period billed.
- c. Invoices and backup documentation shall be mailed no later than the 15th of the month to:

California Victim Compensation Board
Attn: Accounting Section
P. O. Box 1348
Sacramento, CA 95812-1348
- d. Failure to provide the required documentation may result in the delay of processing the invoice and/or denial of payment.
- e. 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 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 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 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 Division, 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 thirty (45) days of receipt, in accordance with Chapter 4.5 of the Government Code Section 927.

4. PERIOD OF PERFORMANCE

The period of performance for this contract shall be two (2) years. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$75,586.00 for fiscal year 2017/2018 and \$75,586.00 for fiscal year 2018/2019. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract, upon approval of the Board.

The District Attorney's Office shall submit a budget for Fiscal Year 2017/2018 by September 1, 2017 with this contract. The District Attorney's Office shall submit a proposed budget for Fiscal Year 2018/2019 no later than September 1, 2018. The CRC manager or designee shall provide written approval of the proposed budget(s) and any subsequent modification(s).

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-item as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not directly

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

identifiable to the District Attorney's Office. The Board reserves the right to deny any expenses that are deemed ineligible by the state.

- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how and which operating expense line items are included in the calculate of the indirect cost rate. 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 and fringe benefits.
- c. The Board reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

BUDGET WORKSHEETFY2018-2019
(Standard Agreement)Exhibit B-1
County of Solano
Agreement Number VC-7085

County and Agency: SOLANO COUNTY DISTRICT ATTORNEY OFFICE			
Personnel Expenses	2017-2018 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Kathy Azevedo	\$52,030.00	\$2,365 - \$2,423/Bi-Weekly	100%
Name:			
Name:			
Name:			
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: Kathy Azevedo	\$23,556.00	35%-45% of Salary	
Name:		Benefits include: Retirement, Deferred Comp, FICA, Health Ins.	
Name:		Vision, Dental and Life Ins.	
Name:			
Name:			
TOTAL PERSONNEL EXPENSES	\$75,586.00		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET	\$75,586.00		

* 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 the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase. All requests must be submitted on the **County Purchase Request Form** form. **Note:** The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

BUDGET WORKSHEET

FY2018-2019
(Standard Agreement)

Exhibit B-1
County of Solano
Agreement Number VC-7085

County and Agency: SOLANO COUNTY DISTRICT ATTORNEY OFFICE			
Personnel Expenses	2018-2019 BUDGET	Salary / Hourly Rate Range	Timebase
SALARIES AND WAGES			
Name: Kathy Azevedo	\$52,030.00	\$2,365 - \$2,423/Bi-Weekly	100%
Name:			
Name:			
Name:			
Name:			
FRINGE BENEFITS		PERCENTAGE OF SALARY / DESCRIPTION	
Name: Kathy Azevedo	\$23,556.00	35%-45% of Salary	
Name:		Benefits include: Retirement, Deferred Comp, FICA, Health Ins.	
Name:		Vision, Dental and Life Ins.	
Name:			
Name:			
TOTAL PERSONNEL EXPENSES	\$75,586.00		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET	\$75,586.00		

* 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 the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase. All requests must be submitted on the **County Purchase Request Form** form. **Note:** The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

Information Systems Security and Confidentiality

Acknowledgement

I have read and understand the *CalVCB Information Systems Security and Confidentiality* requirements listed below. If an issue arises regarding these requirements during my daily work, I understand that I should refer to the *Acceptable Use of CalVCB Technology Resources Policy*, *Information Security Policy*, or contact my manager/supervisor to seek further clarification. I understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination.

I understand that I must:

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

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

I understand that CalVCB reserves the right to review electronic files, electronic messages, internet data and usage at its facility, and those files and messages stored on CalVCB systems may be disclosed under the California Public Records Act, discovered in legal proceedings, and used in disciplinary actions.

<u>Kathryn Azevedo</u>	<u>District Attorney's Office</u>	
User Name (Print)	Division or Unit	
<u>[Signature]</u>	<u>7/1 /2017</u>	<u>(707) 784-6994</u>
User Signature	Date	Phone Number
<u>[Signature]</u>	<u>7/1 /17</u>	<u>(707) 784-7588</u>
Manager/Supervisor Signature	Date	Phone Number

Filing Instructions

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

Supervisor/Manager: Forwards the original to Human Resources to be filed in the staff's Official Personnel File.

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.

Privacy Policy

Memo Number: 17-010

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Purpose

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

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

Policy

It is the Policy of CalVCB that:

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

Definition

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

Applicability

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

Management Responsibility

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

Staff Responsibility

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

- Properly dispose of PII.

Privacy Officer Responsibility

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

Acceptable Use

Official CalVCB business needs only.

Monitoring

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

Incident Reporting

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

Violations

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

Compliance

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

Authority

- Government Code sections 11019.9, 13952 to 13954



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

Other Applicable CalVCB Policies

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

Contact

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

Distribution

All CalVCB staff

Password Policy

Memo Number: 17-012

Date Issued: March 24, 2017

Supersedes: 07-00-013

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

Policy

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

Purpose

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

Requirements

Passwords shall always be kept confidential.

Passwords shall not be viewable on a display device.

Password Standards

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

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

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

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

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

Changing Passwords

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

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

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

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

Initial Passwords

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

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

Initial User Passwords shall be unique to each user.

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

Session Inactivity Protection

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

Lockout

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

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

Stored or Transmitted Passwords

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

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

Business Partners Passwords

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

User Passwords

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

Remote Access Passwords

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

Administration Passwords

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

Stored and Embedded Passwords

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

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

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

Embedded passwords shall be contained within the system or application.

Default Passwords

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

Exception Approval

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

Password Standards

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

Password Character Type Table

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

Guidelines

Automatic System Enforcement

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

Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

Writing Down Passwords

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

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

Minimizing the Number of User Passwords

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

Change Embedded Password

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

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

Account Names for Stored and Embedded Passwords

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

Compliance and Authority

Refer to the CalVCB Information Security Policy.

Who to contact for questions

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES

- a. The District Attorney's Office shall ensure that 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 being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney's Office shall obtain written authorization prior to filling vacant or new positions, prior to upgrading the classification of a position, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change 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 timebase 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 Exhibit A (SOW), the District Attorney's Office shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The Board shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract, or the percentage of time devoted to Board activities. The District Attorney's Office shall submit a revised budget to the Board, for approval, reflecting the actual 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 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 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 the staff persons assigned to the functions under this contract does not participate in criminal investigations or prosecution.
- 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 Specialists performance based on data from Cares2.
- 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 subsequently agree to allow any such employee to work under this agreement. The Board may monitor performance under the contract and report performance to the Specialist and their 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. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The Board will 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 ninety (90) 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 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.

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 so long as the reimbursement is consistent with the Instructions for Completing Monthly Invoices (Attachment VI).
- b. Prior written authorization must be obtained 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 of not reimbursing 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 terminals sixty (60) calendar days before any planned relocation. Written notification should be

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addressed to the attention of the Revenue Recovery Manager, Administration and Finance Division, California Victim Compensation Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: BSSSupport@victims.ca.gov.

- 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.

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 the performance of this contract.

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney's Office shall ensure that all District Attorney's Office staff performing duties described in this contract comply with Board policies, guidelines, procedures, directives, and memos pertaining to the use of Cares2, regardless of whether or not 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 updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the Board in the acquisition of equipment (capitalized assets), including "modular furniture," 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 that are not requested or approved in writing prior to purchase.

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

b. Purchase of Information Technology Equipment

Costs for providing information technology 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

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upon preapproval by the Board, shall be provided and/or reimbursed by the Board. Specifically, if the Board purchases equipment, then the Board will configure, and provide support for equipment and pre-installed software. If the District Attorney's Office purchases equipment, then 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 budgeting dollars through this contract to cover those support and/or maintenance service contract costs. 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 identification number. The District Attorney's Office shall ensure that no one other than a staff person who performs duties under this contract uses Board equipment.

The District Attorney's Office agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which 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 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. 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:

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

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

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel

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- PowerPoint
- Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** 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, 2017 through June 30, 2019.

10. INVENTORY

Capitalized assets and non-capitalized assets shall remain the property of the Board and shall bear identification tags 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 Restitution Analyst in an electronic format 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 those items (identified on the County Inventory Form) in storage until the Board retrieves 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 administered 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. All hard drives must be encrypted or cleansed prior to shipment. Contact the Board for instructions on handling, shipping, and disposal by sending an email to: helpdesk@victims.ca.gov.

11. CONFIDENTIALITY OF RECORDS

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 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

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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 Board (refer to the Board Information Security Policy, 17-008, 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 at (916) 491-3605.

The District Attorney's Office shall ensure that all staff is informed of and complies 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 Board's Confidentiality Statement (Attachment II).

The District Attorney's Office shall be responsible for any unauthorized disclosure by District Attorney's 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 Board's Fraud Policy (Attachment III), Acceptable Use of Technology Resources Memo (Attachment XI), the CalVCB Privacy Policy (Attachment XII) and the CalVCB Password Policy (Attachment XIII). Staff is required to fill out and submit signed copies of the CalVCB Confidentiality Statement (Attachment II), the Board's Acknowledgement of Policies (Attachment V), and the Board Information Systems Security and Confidentiality Acknowledgement (Attachment X), to:

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

In the event that 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 District Attorney's Office staff 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.

Staff should not:

- a. Attempt to access the Cares2 application from any location other than your assigned work location; this includes restrictions on working remotely.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen (Ctrl-Alt-Delete).
- e. Send any Personally Identifiable Information (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 or fax machines, or in cubicles, offices or conference rooms.
- g. Visit untrusted websites or open any attachments or links from untrusted email.
- h. Uninstall or disable anti-virus software and automatic updates.
- i. Install any unauthorized or unlicensed software.
- j. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the Board's Information Technology Division (ITD) by sending an email to: helpdesk@victims.ca.gov.

The District Attorney's Office staff 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 during hire and annually thereafter.

The District Attorney's Office shall be responsible for any unauthorized access or disclosure by District Attorney's 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 records by such staff persons.

All other terms and conditions under this contract shall remain the same and 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 place stating that subpoenas for all records from the Board must be personally served on the Board, Attn: Legal Division at P.O. Box 350 Sacramento, CA 95812-0350. The District Attorney's Office may also contact the Legal Division at (916) 491-3605 for further assistance.

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In cases where documents are being subpoenaed, the District Attorney's Office shall provide the Board with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's Office staff 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 which 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's responsibility to ensure that every staff person assigned to provide contracted services to the Board 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 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 has past 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 subcontractors, and no subcontract shall relieve the District Attorney's Office of his responsibilities and obligations hereunder. The District Attorney's Office agrees to be as fully responsible to the state for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the District Attorney's Office. The District Attorney's Office's obligation to pay its 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.