

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 2r3 (Rev 06/03)

AGREEMENT NUMBER

VCGC7046

REGISTRATION NUMBER

1. 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

2. The term of this Agreement is: **JULY 1, 2007** through **JUNE 30, 2009**

3. The maximum amount of this Agreement is: **\$ 338,972**
Three hundred thirty eight thousand, nine hundred seventy two dollar

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	Pages 2-4
Exhibit B – Budget Detail and Payment Provisions	Pages 5-6
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Exhibit C* – General Terms and Conditions (GTC307)	Page 8
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Attachment I - Data Classification & Security Policy Memo 04-01-010	Pages 1-3
Attachment II – Confidentiality Statement	Pages 1
Attachment III – Invoice Sample and Instructions	Pages 1
Attachment IV – Approved Travel Reimbursement Rates	Pages 1
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Attachment VI – Equipment Purchase Authorization Form	Pages 1
Attachment VII – Emergency Award Payment Guidelines	Pages 1
Attachment VIII – Eligibility Review Guide	Pages 1
Attachment IX – Bill Review Guide	Pages 1
Attachment X – JP County Revolving Fund Disbursement Log	Pages 1
Attachment XI – Overpayment Checklist	Pages 1

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.ois.dgs.ca.gov/Standard+Language

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 EL DORADO

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/11/07

PRINTED NAME AND TITLE OF PERSON SIGNING

Vern R. Pierson, District Attorney

ADDRESS

515 Main Street, Placerville CA 95667

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

KAREN McGAGIN, EXECUTIVE OFFICER

ADDRESS

400 "R" STREET, SUITE 500, SACRAMENTO, CA 95814

California Department of General Services Use Only

Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Joint Power Verification Unit (Contractor) agrees to provide to the California Victim Compensation and Government Claims Board (VCGCB) services as described herein:
 - a. The data entry, verification and adjudication of claims for the unreimbursed financial losses of victims of crime.
 - b. Payment of emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below. For a detailed description of emergency payment guidelines, please refer to Attachment VII.
 - i. Payment of verified funeral/burial expenses;
 - ii. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault;
 - iii. Payment of verified crime scene clean-up expenses; and
 - iv. Payments of other verified emergency losses with the approval of the Joint Powers Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.
2. The Contractor shall provide written notification within fifteen (15) calendar days to the VCGCB when:
 - a. Average processing time of applications and/or bills exceeds ninety (90) calendar days for the preceding calendar month;
 - b. An individual application or non-mental health bill has not been set to a hearing within one hundred and fifty (150) calendar days;
 - c. An initial mental health bill has not been set to a hearing within ninety (90) calendar days or a subsequent mental health bill that has not been set to a hearing within thirty (30) calendar days.
3. The Contractor shall verify and adjudicate applications and bills pursuant to the statutes, regulations and policies. The Contractor shall use all forms and processes required by the VCGCB.
4. The verification of all applications and bills shall be performed by persons who have completed all required verification training provided by the VCGCB, and who have been certified as eligible to perform such duties.

The different types of applications and bills are defined as follows:

INITIAL ELIGIBILITY DETERMINATION

An initial eligibility determination of an application is one that has been filed for the first time by an applicant (for an individual incident). Components of a fully verified initial determination of eligibility application include, but are not limited to: crime report, verification reports, verification forms, and screens and checklists within the VCGCB's automated claims management systems which are designated by the VCGCB as necessary for verification. (Verification forms may be required from providers, employers, health insurance companies, automobile insurance companies, recovery sources such as civil suit, workers' compensation and others).

BILLS

Bills for expenses or losses incurred are submitted either together with the application or on their own in a subsequent action.

EXHIBIT A

SCOPE OF WORK

Scope of Work (continued)

Components of a fully verified bill include the itemized bill, verification forms, appropriate documentation substantiating a loss, and completion of screens and checklists within the VCGCB's automated claims management systems which are designated by the VCGCB as necessary for verification.

Bills may include but are not limited to mental health expenses, medical expenses, dental expenses, income loss, support loss, relocation expenses, crime scene clean up, and child care.

PREAUTHORIZATION

Every Contractor shall establish a process for all claims that meet the preauthorization criteria by pre-approving a specified number of mental health sessions. Under preauthorization, a mental health bill need not have verification forms or a history page. Further, non-certified staff can process mental health bills utilizing the pre-authorization process in the VCGCB's computer system.

EXPEDITES

An expedite is a process to facilitate immediate payment of an expense or loss when it has been verified that it does not meet the criteria of an Emergency Award and that it is necessary to avoid or mitigate substantial hardship to the applicant. The Contractor may use this process once the request has been reviewed and authorized by the JP Manager. The Contractor shall then follow the established procedure for an expedite payment.

5. The Contractor, where a Criminal Restitution Compact exists, shall work collaboratively with the VCGCB to ensure that the CRC Restitution Specialist receives the crime and offender information in a timely manner so that restitution can be requested at the time of an offender's sentencing.

The Contractor shall provide the VCGCB with original and complete claim documents upon request in compliance with the requirements of court ordered documents. The Contractor shall submit the original claim documents in the most expedient manner necessary to meet the time constraints of the court order, including the use of overnight or express mail.

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.

6. The services shall be performed at:

County of El Dorado	County of El Dorado (if 2 nd location)
Office Victim Witness Program	Office
Address 550 Main Street, Suite H	Address
City, State, Zip Placerville, CA 95667	City, State, Zip

7. The services shall be provided during regular work hours (a minimum of 8 hour day), Monday through Friday, except holidays.

EXHIBIT A

SCOPE OF WORK

Scope of Work (continued)

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

State Agency: Victim Compensation and Government Claims Board	Contractor: County of El Dorado
Name: Christie Munson, Joint Powers Section Manager	Name: Susan Meyer Program Coordinator
Phone: (916) 491-3764	Phone: 530- 621-6478
Fax: (916) 491-6425	Fax: 530-295-2602

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of El Dorado
Section/Unit: Business Services Section	Section/Unit: Financial
Attention: Cindy DeYoung	Attention: John Mitchell
Address: 400 "R" Street, Suite 400 Sacramento, CA 95814	Address: 515 Main Street Placerville, CA 95667
Phone: (916) 491-3860	Phone: 530-621-6421
Fax: (916) 491-6401	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, and 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 fifteenth (15th) 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
Sacramento, Ca 95814

- c. The Contractor shall submit a final year-end closeout invoice within thirty (30) calendar days after June 30, 2008 for fiscal year 2007/08 and within thirty (30) calendar days after June 30, 2009 for fiscal year 2008/09. The final reimbursement to the Contractor 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 Restitution Funds. 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 Law Enforcement and Victim Services Division (Office of Emergency Services).

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

3. COST LIMITATION

The total amount of this agreement shall not exceed \$169,486.00 for fiscal year 2007/08 and \$169,486.00 for fiscal year 2008/09. 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.

4. REVOLVING FUND

The VCGCB advanced the Contractor \$40,000 in fiscal year 2000/01, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A. 1b). The Contractor shall exercise good internal controls over the issuance of funds and requests for reimbursement of funds to replenish the account. The Contractor shall submit, monthly, a written accounting of the disbursements from the Contractor's revolving fund account on the JP County Revolving Fund Disbursement Log (Attachment X) to the VCGCB Accounting Manager with a copy to the Joint Powers Section.

The VCGCB reserves the right to request, upon thirty (30) days' written notification, the return of all Revolving Fund monies to be deposited into the VCGCB's Restitution Fund.

5. REDUCTION OF CONTRACT AMOUNT

The VCGCB reserves the right to reduce the amount in the contract or in the Revolving Fund 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.

JOINT POWERS AGREEMENT BUDGET WORKSHEET

(Rev. 7/98)

EXHIBIT B-1

Name of County: El Dorado Contract Number: Year: FY 07/08

PERSONAL SERVICES

Salaries & Wages

Position/Class	#FTE	Rate	Time	
Miskovsky Claims Specialist, PVL	0.8	18.13	2,101.7	= \$38,103
May Claims Specialist, PVL	1	17.44	1,668.5	= \$29,098
Meyer Coordinator	0.04	24.18	83.0	= \$2,007
Hays Office Asst II	0.80	14.03	1,668.9	= \$23,415
	x	x		=
Total Personal Services				\$92,623

FRINGE BENEFITS

Claims Specialist, PVL	0.8	\$38,103.00	0.634701	= \$24,184
Claims Specialist, PVL	1	\$29,098.00	0.763283	= \$22,210
Coordinator	0.04	\$2,007.00	0.529646	= \$1,063
Office Asst II	0.80	\$23,415.00	0.895366	= \$20,965
			x	=
Total Fringe Benefits				\$68,422

OPERATING EXPENSES

Rent				
Utilities				
Insurance				\$400
Equipment Rental				\$1,569
Equipment Repair				
Office Supplies				\$400
Telephone				\$3,792
Postage				\$100
Expendable Equipment (non-capitalized assets)				
Overhead				
Data Processing				
Other				
Travel-Meetings, conferences				\$2,180
Travel-Training				
Total Operating Expenses				\$8,441

EQUIPMENT (capitalized assets)

\$0

TOTAL EXPENDITURES

\$169,486

JOINT POWERS AGREEMENT BUDGET WORKSHEET

(Rev. 7/98)

EXHIBIT B-1

Name of County: El Dorado Contract Number: _____ Year: FY 08/09

PERSONAL SERVICES

Position/Class #FTE Rate Time

Salaries & Wages

<u>Miskovsky</u>	<u>Claims Specialist, PVL</u>	<u>0.8</u> x	<u>18.13</u> x	<u>2,101.7</u> =	<u>\$38,103</u>
<u>May</u>	<u>Claims Specialist, PVL</u>	<u>1</u> x	<u>17.44</u> x	<u>1,668.5</u> =	<u>\$29,098</u>
<u>Meyer</u>	<u>Coordinator</u>	<u>0.04</u> x	<u>24.18</u> x	<u>83.0</u> =	<u>\$2,007</u>
<u>Hays</u>	<u>Office Asst II</u>	<u>0.80</u> x	<u>14.03</u> x	<u>1,668.9</u> =	<u>\$23,415</u>
		x	x	=	
Total Personal Services					\$92,623

FRINGE BENEFITS

<u>Claims Specialist, PVL</u>	<u>0.8</u> x	<u>\$38,103.00</u> x	<u>0.634701</u> =	<u>\$24,184</u>
<u>Claims Specialist, PVL</u>	<u>1</u> x	<u>\$29,098.00</u> x	<u>0.763283</u> =	<u>\$22,210</u>
<u>Coordinator</u>	<u>0.04</u> x	<u>\$2,007.00</u> x	<u>0.529646</u> =	<u>\$1,063</u>
<u>Office Asst II</u>	<u>0.80</u> x	<u>\$23,415.00</u> x	<u>0.895366</u> =	<u>\$20,965</u>
		x	=	
Total Fringe Benefits				\$68,422

OPERATING EXPENSES

Rent		
Utilities		
Insurance	<u>\$400</u>	
Equipment Rental	<u>\$1,569</u>	
Equipment Repair		
Office Supplies	<u>\$400</u>	
Telephone	<u>\$3,792</u>	
Postage	<u>\$100</u>	
Expendable Equipment (non-capitalized assets)		
Overhead		
Data Processing		
Other		
Travel-Meetings, conferences	<u>\$2,180</u>	
Travel-Training		
Total Operating Expenses		\$8,441

EQUIPMENT (capitalized assets)

\$0

TOTAL EXPENDITURES

\$169,486

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 .

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

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

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

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

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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

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

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

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EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES & WORKLOAD

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 or of issuing the notice of termination.

The Contractor shall obtain written authorization prior to filling vacant or new positions, or prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval for filling the vacant or new positions will be based upon the VCGCB's review of the Contractor's workload and upon the availability of funds.

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 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.

The Contractor shall ensure that staff members who are assigned to perform functions under this contract do not perform other county functions unless otherwise permitted in writing by the VCGCB. The Contractor shall ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1983 (FISMA).

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 these activities.

Send (or e-mail) requests to the Joint Powers Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

The VCGCB may, in 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.

2. 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 may provide reports of the Contractor's performance to the District Attorney, the Chief Probation Officer or the Executive Officer.
- 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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Performance Assessment (continued)

by the VCGCB. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims. The VCGCB may subsequently agree to allow any such employee to work under this agreement.

- c. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that claimants and victims receive prompt responses to their inquiries and that all claimants and victims 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.

3. 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.

4. 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 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 Training Request Form (Attachment V) and forwarded to the Joint Power Unit for approval.

5. 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 e-mailed or addressed to the Joint Powers Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Moving (continued)

- c. Failure of the Contractor to obtain prior authorization 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.

6. UTILIZATION OF CLAIMS MANAGEMENT SYSTEM

The VCGCB has two automated claims management systems in use during the period covered by this agreement, the legacy system, VOX, and a new system, CaRES (Compensation and Restitution System). The Contractor shall use either claims management system, as designated by the VCGCB, to perform all work described in Exhibit A, Scope of Work. The Contractor shall comply with the processes and procedures required by the VCGCB for use of either system.

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 the attention of the Joint Power Unit, 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

Equipment (continued)

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the Contractor purchased it, shall be the property of the VCGCB and shall be identified with a state identification number.

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

9. TERM OF CONTRACT

The period of performance for the contract will be for two (2) years from July 1, 2007 through June 30, 2009.

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 inventory listing as of June 30, 2007 on forms provided by the VCGCB. The completed forms shall be submitted to the Business Services Section, P. O. Box 48, Sacramento, CA 95812.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Inventory (continued)

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

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 Data Classification and Security Policy Memo 04-01-010, Attachment I).

The VCGCB's Custodian of Records in Sacramento shall be notified when a claimant or other person 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 VCGCB's Custodian of Records, the Executive Officer, or the Legal Office.

The VCGCB's Public Information Officer (PIO) 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. The PIO may be reached at (916) 491-3757 or miles.bristow@vcgcb.ca.gov. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's PIO.

The Contractor shall ensure that all staff is informed of the requirements of this provision and of direction given by the VCGCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment II) to:

Victim Compensation and Government Claims Board
Attn: Cindy DeYoung
400 "R" Street, Suite 400
Sacramento, CA 95814

12. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for the VCGCB shall 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;

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Incompatible Activities (Continued)

- c. Provide confidential information to anyone not authorized to receive the information;
- d. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB;
- e. Represent himself or herself as a VCGCB employee;
- f. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage;
- g. 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
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

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

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to 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 should no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office.

13. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation subpoenas and document requests shall be served upon the California Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be served on the California Victim Compensation and Government Claims Board at 400 R Street, 5th Floor, Sacramento, CA, 95814, Attn: Legal Office. The Contractor may also contact the Legal Office at 916/491-3523 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Retention of Records (continued)

14. RETENTION OF RECORDS

The Contractor shall retain claim files 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 automatically 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. The Contractor shall ensure that all staff is informed of the requirements of this provision.

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 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, directives and memos as they pertain to the performance of this agreement.

PROCEDURE MEMO

		MEMO NUMBER: 04-01-010
SUBJECT: DATA CLASSIFICATION AND SECURITY	DATE ISSUED: November 4, 2004	
REPLACES: ADM: 13:01:92-93	EFFECTIVE DATE: November 4, 2004	
REFERENCE: N/A	ISSUING DIVISION: Administration	

Purpose All Victim Compensation and Government Claims Board (Board) employees or any other authorized individual accessing any of the Board's files and databases are responsible for protecting the Board's data from loss, inappropriate disclosure, and unauthorized modification.

This memorandum lists the Board's databases currently in use, defines the type of data classification associated with each database and identifies responsibilities for each owner of the information, custodian of information, and user of the information.

Authority State Administrative Manual (SAM) Sections 4840 – 4845; Government Code Sections 6250-6270 (Public Records Act).

Applicability This memo applies to all Board employees or any other authorized individual accessing any of the Board's files and databases. This includes Joint Power Units (JPs)/Criminal Restitution Compacts (CRCs), and contractors.

Data Classifications The data classification of each Board database listed on page 3 is based on the following definitions:

Confidential - Information held in the strictest of confidence and protected by law. This information is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6270), or other applicable state or federal laws. Personal information may not be disclosed except as authorized by law.

Information regarding an applicant for benefits under the Victim Compensation Program (VCP) is confidential and may be accessed by an employee ONLY IF that information is necessary to the employee's job performance. No information can be disclosed that identifies a victim or even whether the person filed an application. However, the following information can be disclosed as long as it does not identify a victim, derivative victim or applicant: (1) the amount of money paid to a specific provider of services; or (2) summary data concerning the types of crimes for which assistance is provided. **If unsure, err on the side of protecting confidentiality.**

Sensitive - Information maintained by the Board that requires special precautions and is usually restricted within the Board and its employees.

Public – Any information prepared, owned, used, or retained by the Board that has no legal restrictions placed on its disclosure.

**Responsibilities
for Data
Protection**

Each owner, custodian and user of information has responsibilities for data protection. The definition and responsibilities are:

Owners, programs requesting the application design or the owner of the business process being supported, are responsible for:

- Complying with applicable laws and Board security policies;
- Classifying each file or database;
- Monitoring the accuracy and completeness of the data;
- Controlling access to files and databases in accordance with the business need to access the information and determining acceptable risk;
- Ensuring staff and other users of the information know the importance of protecting confidential and sensitive information from unauthorized disclosure; and
- Immediately notifying his/her supervisor, the Information Security Officer (ISO), and the Chief Information Officer (CIO) of any actual or questionable information disclosure.

Custodians, Information Systems Section (ISS) and the Health and Human Services Agency Data Center (HHSDC), provide technical assistance and support services to the data owners. The custodians are responsible for:

- Complying with applicable laws and Board security policies;
- Selecting appropriate security precautions ensuring the accuracy and integrity of the information; and
- Immediately notifying his/her supervisor, the ISO, and the CIO of any actual or questionable information disclosure.

Users, including all employees using information in the Board's automated files and databases, are responsible for:

- Complying with applicable laws and Board security policies;
- Using state information assets only for state purposes;
- Notifying his/her supervisor if unsure about the release of requested information; and
- Immediately notifying his/her supervisor, the ISO, and the CIO of any actual or questionable information disclosure.

Compliance

Failure to observe these guidelines is a misdemeanor and may result in an administrative action.

Questions

Contact your supervisor and/or appropriate JP/CRC analyst or contract administrator if you have any questions regarding this procedure memo. Supervisors should refer any questionable requests for release of information to the Board's Public Information Officer (PIO), Manager of the Public Affairs and Communications Section (PACS), at (916) 491-3597 or glen.carson@vcgcb.ca.gov.

**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
DATABASES**

NOVEMBER 2004

<u>DATABASE</u>	<u>PROGRAM/OWNER</u>	<u>CUSTODIAN</u>	<u>OVERALL CLASSIFICATION</u>
VOX	Victims of Crime (VOC) Program Deputy Executive Officer (DEO), VOC	Health & Human Services Agency Data Center (HHSDC)	Confidential * Review each request for appropriate disclosure.
America Under Attack (AUA)	Executive Office Executive Liaison	Information Systems Section (ISS)	Confidential * Review each request for appropriate disclosure.
GC Applicant Tracking System (GCATS)	Government Claims (GC) DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Charitable Contributions	GC DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Track_It	ISS DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Court Order Debt, California Department of Corrections (CDC)/Franchise Tax Board (FTB)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential * Review each request for appropriate disclosure.
Hearing and Appeals Tracking System (HATS)	Executive Office Hearing and Appeals Unit Managers	ISS	Confidential * Review each request for appropriate disclosure.
Liens and Overpayments Recovery System (LORS)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential * Review each request for appropriate disclosure.
Restitution Tracking System (RTS)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential * Review each request for appropriate disclosure.

***NOTE:** All databases associated with the Victim Compensation Program (VCP) are considered confidential. Information should not be disclosed that identifies to a victim. It is important that each request for information be reviewed on a case-by-basis to determine if confidential and should not be disclosed or released. Supervisors may contact the Board's PIO, PACS Manager, at (916) 491-3597 or glen.carson@vcgcb.ca.gov for any questionable request for release of information prior to its release. A more detailed list of each database by table is maintained in ISS. Contact the Chief Information Officer or designee for assistance.



STATE OF CALIFORNIA
ARNOLD SCHWARZENEGGER, Governor

ROSARIO MARIN
Secretary
State and Consumer Services Agency
Chairperson
JOHN CHIANG
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
KAREN McGAGIN
Executive Officer

Memorandum

CONFIDENTIALITY STATEMENT

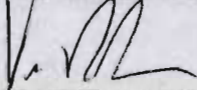
It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain VCGCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB.

Under this policy, all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment or affiliation with the VCGCB.

The Contractor shall notify the VCGCB immediately if a security incident involving the data occurs.

ACKNOWLEDGEMENT

I have read and understand the above policy. I understand that it is my responsibility to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could be grounds for administrative action as appropriate. I further understand that I must maintain the confidentiality of all VCGCB files, data, information and documentation once my employment or affiliation with the VCGCB ends.



Signature

5/11/07

Date

Vern R. Pierson

Name (Print) District Attorney

County of El Dorado

Affiliation (County/Vendor)

INVOICE WORKSHEET

ATTACHMENT III

County and Agency:		Contract Number:
Personal Services	Month/Year _____	Position Classification and Timebase
SALARIES AND WAGES		
Name:		
Name:		
Name:		
Name:		
FRINGE BENEFITS		
Name:		
Name:		
Name:		
Name:		
OTHER		
Total Personal Services		

Operating and Overhead Expenses	Description of Expenses
Rent	
Utilities	
Insurance	
Equipment rental	
Equipment repair	
Office Supplies	
Telephone	
Postage	
Expendable Equipment (non-capitalized assets)	
Overhead	
Training	
Data Processing	
Other	
Travel	
Equipment (capitlized assets)	
Total Operating Expenses	

TOTAL EXPENDITURES

I certify that this is a true billing of expenditures.

ACCOUNTING OFFICER SIGNATURE	DATE
NAME AND TITLE	TELEPHONE NUMBER
ADDRESS PAYMENTS TO BE SENT TO:	

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total for each category/ subcategory should be shown in the far right column.

Personnel Services - Salaries and Wages

List each employee by name and position classification and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time = \$2,500. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month = \$250) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500 = \$1,250).

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, also may be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Operating Expenses

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

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount.

Office Supplies

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

Expendable Equipment (Non-capitalized assets)

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

Note

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 **Equipment Purchase Justification/Authorization Request** form. Further, the Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

Travel

The Contractor may use either its own written travel and per diem policy or the State policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the State's travel policy. See Attachment IV for the State travel reimbursement rates.

Allowable travel expenses are costs for transportation, lodging, meals and incidental items incurred by the Contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Program Director attended a conference in Sacramento, 100 miles @ 0.34 per mile = \$34.00.

Equipment (Capitalized Assets)

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

For information regarding authorization to purchase equipment, please see notation under Equipment (Non-capitalized assets).

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. Provide a detailed description and breakdown of any expense identified as miscellaneous.

APPROVED TRAVEL REIMBURSEMENT RATES

Mileage

The state mileage rate will be reimbursed in accordance with the Department of Personnel Administration's travel rules and the Internal Revenue Service's current published mileage reimbursement rates. Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle. The Contractor who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate.

Meals

- | | | |
|-------------|---------|--|
| • Breakfast | \$ 6.00 | Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m. |
| • Lunch | \$10.00 | Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m. |
| • Dinner | \$18.00 | Dinner may be claimed if the trip begins at or before 4:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours. |

<u>Incidentals</u>	\$ 6.00	Incidentals may be claimed for trips of 24 hours or more.
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<u>Total</u>	<u>\$40.00</u>
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Lodging

Statewide up to \$84.00 with receipt, except as follows:

Los Angeles and San Diego counties – up to \$110.00 + tax (with receipt)

Alameda, San Francisco, San Mateo and Santa Clara - up to \$140.00 + tax (with receipt)

Other

Parking, taxi, airport shuttle, etc., which exceeds \$10.00 must be supported by receipt.

NOTE: all the above-mentioned rates are subject to change

TRAINING REQUEST

<u>Name of County</u>	<u>Contract Number</u>	<u>Fiscal Year</u>
-----------------------	------------------------	--------------------

Employee Name (Last, First, MI)	Telephone
---------------------------------	-----------

Classification	VWC#
----------------	------

Supervisor	Telephone
------------	-----------

Course Title	Cost
1.	
2.	
3.	

Location of training course - check appropriate box

On site * Off site

* Please provide a breakdown of travel costs

Organization Sponsoring Course	Course Date
1.	
2.	
3.	

Check appropriate box

Job Required * Job Related Upward Mobility Career Related

*Provide explanation of relatedness:

SIGNATURES	DATE
Participant	
Supervisor	
Board approval	

Please fax the signed form to 916/324-6381 to the attention of the Joint Power Analyst.

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

The following information must be provided in order for authorization to be granted for the purchase of equipment through the Criminal Restitution Compact contract. As stated in the contract, ALL EQUIPMENT PURCHASES MUST BE JUSTIFIED BY THE REQUESTING COUNTY AND APPROVED BY THE VICTIM COMPENSATION PROGRAM PRIOR TO PURCHASE, or the purchase may not be authorized and paid from the contract. A separate form must be completed for each piece of equipment being requested.

Attach additional sheets or documents as needed.

County: _____ **Fiscal Year of Contract:** _____

Make of Equipment: _____ **Model No:** _____

Software: (i.e., ProCom, Access, Windows, Excel)

Cost for- Equipment: _____ **Software:** \$ _____

TOTAL COST (please include taxes and delivery charges): \$ _____

How was this equipment selected and description of item(s): (Selection, i.e., 3 bids for comparison; description of item, i.e., lateral file - width, height and number of drawers)

Why is this equipment needed: (i.e., VOX access for new staff, current computer old/slow, etc.)

COUNTY CONTACT

Name: _____ **Phone No:** _____

E-Mail Address: _____

EMERGENCY AWARD PAYMENT GUIDELINES**1. EMERGENCY AWARD PAYMENT SERVICES**

- a. The Contractor shall expend funds from the Revolving Fund only when it has been verified that the emergency award is necessary to avoid or mitigate substantial hardship to the applicant as defined in California Code of Regulations, Title 2, Section 649.11. The Contractor shall document the name and title of the person contacted, the name of the provider, and the telephone number. The Contractor shall complete the Eligibility and Bill Review Guides (Attachments VIII and IX) for each claim. The Contractor shall maintain all verification documentation, including the Eligibility and Bill Review Guides in the claim file and it shall be available for review, by the Board, upon request.
- b. The amount paid by the Contractor shall not exceed the amount verified and authorized by applicable laws and Board policies.
- c. The Contractor shall establish and enforce procedures to ensure that payments, from the Revolving Fund, are made only to persons authorized to receive the funds.
- d. The Board shall report all reimbursements made to the Contractor for expenses under this contract to the Internal Revenue Service (IRS).
- e. The Contractor shall maintain its name and accurate Tax Identification Number (TIN) in the Board's computer system and insure that it matches the information submitted to the IRS.
- f. Once the TIN is entered into the Board's computer system, the Contractor's name and TIN shall be keyed as the provider's name and number into the Board's computer system.
- g. The actual provider of the services (e.g., the cemetery or funeral home) shall be shown on the "moreable" window field next to the provider number (this will be the non-pay provider) on the Board's computer system. Information about the actual provider services is necessary for generating informational reports. If the TIN of the provider of services is not in the provider database, the Contractor shall follow the normal provider database procedures established by Board policies.

Note: The location of information may change with the implementation of the Board's new computer system.

- h. The Board and the Contractor shall comply with all applicable state and federal requirements. In compliance with Internal Revenue Code 6041 (26 U.S.C.A. § 6041), the Board shall issue to the Contractor a Form 1099-MISC at the end of the calendar year stating the amount that the Contractor received as payee from the Board that year. The Contractor shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal law. In compliance with Internal Revenue Code 6041, the Contractor shall provide the required Form 1099-MISC to providers no later than January 31st of the following year. In accordance with Board procedures, the Contractor shall submit a Form W-9 in place of the Payee Data Record (Std. 204).
- i. The Contractor shall be responsible for abiding by established procedures to account for monies expended and deposited into this account. The Contractor shall account for funds in the manner prescribed by current county mandates and practices. A summary of such practices may be forwarded, upon the Board's request, to the Board for review by the Board's Audits and Investigations Branch.

2. OVERPAYMENTS

Any payment from the Revolving Fund that does not qualify under applicable statutes and regulations is considered an overpayment. Once an overpayment is identified as a result of the Contractor's failure to follow statute, Board policy, or the requirements of this contract, it is the Contractor's responsibility to ensure that the Revolving Fund account is replenished in the amount of the overpayment. The Contractor agrees to seek recovery of the overpayment from the overpaid party, in accordance with Government Code Section 13952.5(f)(1) and shall complete the Overpayment Checklist (Attachment XI).

The Contractor agrees that it shall not file a deficiency claim under State Administrative Manual Section 8072 or any other provision, for reimbursement from the Board for any deductions made under the above paragraph.

JP Analyst _____

JP Center _____

Claim Number _____

Review Date _____

Hearing Date _____

ELIGIBILITY REVIEW GUIDE

ELIGIBILITY	Yes	No	N/A
Application filed w/in one year of incident or 19 th birthday? (or good cause shown)			
Is there documentation that substantiates a crime occurred? (crime report; EPO; RPO; medical records etc)			
Was there physical injury or threat of physical injury?			
Meets definition of eligible applicant.			
Any issue of involvement in events leading to the crime is resolved.			
Any issue of participation in a criminal act is resolved.			
Did the claimant cooperate <i>reasonably</i> w/law enforcement?			
Did the claimant cooperate w/the Board?			
For Derivative Victims Only: Is primary victim eligible? (w/exception of DV)			
Does the Derivative Victim qualify?			
VOX DATA			
Claimant name is correct.			
Claimant address is correct?			
"Is claimant filing claim?" field correct.			
"Benefit level" field is correct.			
"MH Limit" \$ in field is correct.			
Date of crime on VOX is correct.			
"Application filed by:" name is correct.			
"Application filed by:" address is correct.			
Applicant has legal authority to file for claimant or affidavit has been completed.			
Felon status verification in file.			
Application is properly signed.			
Victim Witness Center is identified on VOX and correct.			
Application received date in VOX matches date stamped, or signature date			
Per C CQ CN, C CQ VN, or C CQ CR, claim is not a duplicate (if there is a claim for the same claimant, check benefit level, and incident date and details before making duplicate determination: if different suspect and/or different crime, it is NOT a series of related events)			
REIMBURSEMENTS/RECOVERY			
If a civil suit has been filed, the name and address of civil suit atty is verified and worksheet sent to LORS?			
If incident was work-related, Workers' Comp verification has been pursued and worksheet sent to LORS?			
If vehicle incident, auto insurance has been verified and worksheet been sent to LORS?			
If restitution verified, appropriate letter has been sent or disposition log created (if CRC county)			

JP Analyst _____

JP Center _____

Claim Number _____

Review Date _____

Hearing Date _____

CUSTOMER SERVICE					
Hearing notice is clear, correct, and sensitive. (including Zero Award Letter)					
Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.					
All losses claimed are added to VOX. (including requested income and pending expenses)					

COMMENTS:

JP Analyst _____

JP Center _____

Claim Number ATTACHMENT IX

Review Date _____

DOS _____

Hearing Date _____

BILL REVIEW GUIDE

VOX DATA	Yes	No	N/A
Quick review of VOX fields as listed on Eligibility Review Guide VOX Data. (benefit level, MH limits \$, Claimant/Applicant/ Filed-by etc.)			
PAYMENTS	Yes	No	N/A
CHECK EACH BILL SET FOR PAYMENT			
Medical, mental health, and funeral/burial expenses			
Billed amount matches billed amount on VOX.			
Dates of service are entered into VOX correctly. (Including the morable field if applicable)			
Applicant is legally liable for or has paid bill.			
Payee name on VOX is correct.			
Payee address on VOX is correct.			
Payee tax ID on VOX is correct.			
Non-Pay provider is linked on VOX.			
MH bills have been pre-auth'd if applicable.			
Income or support loss	Yes	No	N/A
Verified disability period matches VOX (Date of Service).			
Wage loss calculations match verified information in file.			
Support loss has been pre-auth'd and paid 6 months in advance.			
For all expenses	Yes	No	N/A
Loss is a qualifying loss under VCP statute and regulation, or bill is denied.			
Authorization is in file for vehicle purchase/modifications; home modification; payment for F/B in excess of \$5,000 and/or in-home care over 30 days? (Circle Applicable Expense)			
Payment does not duplicate a previous payment.			
Reimbursements/recoveries verified and added correctly to VOX (civil suit, auto insurance, work comp, SDI, SSDI, SSI, private disability, health insurance, medi-cal, medicare, restitution, other?)			
BRS, percent related, or other reduction applied correctly.			
Verified amount is correct.			
CUSTOMER SERVICE	Yes	No	N/A
Hearing notice is clear, correct, and sensitive.			
Per app, mail, verifications, <u>all</u> claimed losses, issues or questions are addressed on history page and includes pending bills.			
All claimed losses are added to VOX.			

COMMENTS:

JP COUNTY REVOLVING FUND DISBURSEMENT LOG

County Name/Number _____ Month/Year _____

1	2	3	4	5	Type and \$ Amount of Expense Paid					10
					6	7	8	9	10	
Check Number	Date of Check	Claim Number	Name of Provider or Victim/Claimant	Provider Tax ID #	Funeral/Burial	Domestic Violence	Sexual Assault	Crime Scene Clean-up	Monthly Total	
BEGINNING BALANCE										
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
TOTAL										
									ENDING BALANCE	

E-mail report to Accounting Manager:
 smurillo@vcgcb.ca.gov or
 fax to 916/491-3639.

LEGEND

- Column 1: Enter Check Number issued by county Budget Office
- Column 2: Enter Date of check issued by county Budget Office
- Column 3: Enter Claim Number of Victim/Claimant
- Column 4: Enter Provider or Victim/Claimant name
- Column 5: Enter Provider Tax ID Number. County is responsible for issuing 1099 to provider at end of year
- Columns 6, 7, 8 & 9: Enter amount(s) paid under expense type
- Column 10: Enter beginning balance and deduct expenses paid for ending balance.

OVERPAYMENT CHECKLIST

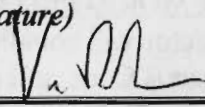
Claim Number:		Date:		
Claimant name and address:	Victim's name and address:	Filed by name and address		
Phone No:	Phone No:	Phone No.		
Date of Crime:				
Synopsis of Crime:				
Please enter a brief description of how the overpayment occurred:				
Total Overpayment \$	Overpaid Amount		Dates of Service/ Start date	Overpaid party name and address
	Claimant	Provider		
Medical Bill				
Mental Health Bill				
Relocation				
Funeral/Burial				
Income Loss				
Support Loss				
Attorney fees				
Prepared by:		Date:	Supervisor:	Date:

Potential Fraud: <input type="checkbox"/> No <input type="checkbox"/> Yes	High Profile: <input type="checkbox"/> No <input type="checkbox"/> Yes	Sensitive: <input type="checkbox"/> No <input type="checkbox"/> Yes
Please enter a brief description for any Yes box checked above:		
Outcome of phone call to overpaid party:		
RECOMMENDATION: <input type="checkbox"/> Collect <input type="checkbox"/> Offset <input type="checkbox"/> Waive		
Prepared by:	Date:	Supervisor: Date:
QA Manager Review:	Date:	CDEO Review: Date
Regional Manager Review:	Date:	DEO-VCD Date

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of El Dorado		<i>Federal ID Number</i> 946000511
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Vern R. Pierson, District Attorney		
<i>Date Executed</i> 5/11/07	<i>Executed in the County of</i> El Dorado	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

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

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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