

CONTRACT ROUTING SHEET

Date Prepared: 6/3/11

Need Date: ASAP

PROCESSING DEPARTMENT:

Department: District Attorney

Dept. Contact: Corrie Henderson

Phone #: x 6729

Department: _____

Head Signature: _____

Vern Pierson
Vern Pierson, DA

CONTRACTOR:

Name: Victim Compensation
Government Claims Board
(VCGCB)

Address: 400 "R" Street, Suite 400
Sacramento, CA 95811

Phone: 916-491-6470

CONTRACTING DEPARTMENT: District Attorney

Service Requested: Review of contract and resolution

Contract Term: 7/1/11-6/30/12 Contract Value: \$163,349

Compliance with Human Resources requirements? Yes: x No: _____

Compliance verified by: n/a

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: _____ Date: 6-3-11 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COURT
2011 JUN -6 AM 10:20

PLEASE HAND CARRY TO RISK MANAGEMENT.
THANKS!

RISK MANAGEMENT: (Must approve all contracts, MOU's and boilerplate grant agreements)

Approved: ✓ Disapproved: _____ Date: 6/7/11 By: *[Signature]*

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____


Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

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> El Dorado County District Attorney		<i>Federal ID Number</i> 94-6000511
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Vern R. Pierson, District Attorney		
<i>Date Executed</i> 10/8/11	<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.

AGREEMENT NUMBER VCGC1046
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
CONTRACTOR'S NAME
COUNTY OF EL DORADO
- The term of this Agreement is: **JULY 1, 2011** through **JUNE 30, 2012**
- The maximum amount of this Agreement is: **\$ 163,349.00**
 One hundred sixty three thousand, three hundred forty nine dollars, and zero cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> COUNTY OF EL DORADO		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small> 6/18/11	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Vern R. Pierson, District Attorney		
<small>ADDRESS</small> 515 Main Street Placerville, CA 95667		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED(Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> JULIE NAUMAN, EXECUTIVE OFFICER		
<small>ADDRESS</small> 400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811		
		<input type="checkbox"/> 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:

The data entry, verification and adjudication of claims for the unreimbursed financial losses of victims of crime.
2. 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.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
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.
5. The Contractor will verify applications and bills in accordance with VCGCB policies, procedures, directives, and memorandum.
6. The Contractor shall administer emergency expenses under Government Code section 13952(c)(3) pursuant to a separate contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following counties: El Dorado, Lake, Alpine, Mono, Inyo, Lassen, and Del Norte.
8. 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. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
9. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.
10. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
11. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to

EXHIBIT A

SCOPE OF WORK

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.

12. The services shall be performed at:

County of	El Dorado
Office	El Dorado County Victim Witness Program
Address	515 Main Street
City, State, Zip	Placerville, CA 95667

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

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

State Agency: Victim Compensation and Government Claims Board	Contractor: El Dorado County DA/Victim Witness Pr
Name: Christie Munson, County Liaison and Support Section Manager	Name: Susan Meyer, Program Coordinator
Phone: (916) 491-3764	Phone: 530-642-4766
Fax: (916) 491-6425	Fax: 530-295-2602

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: El Dorado County DA/Victim Witness Pr
Section/Unit: Business Services Section	Section/Unit: Financial Officer
Attention: Robin Baglietto	Attention: Jodi Albin
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 515 Main Street Placerville, CA 95667
Phone: (916) 491-6470	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, as reflected in the attached budget.
- b. Invoices shall include the contract number and time sheets or attendance records, including the employee name, position/classification, and time base. Invoices and timesheets/attendance records should be submitted no later than the thirtieth (30th) day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

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

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2012 for fiscal year 2011/2012. 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 funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other services to victims and shall not be used to supplant those currently provided by county funds, or grants administered by the California Emergency Management Agency.

3. PROMPT PAYMENT CLAUSE

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

4. COST LIMITATION

The total amount of this agreement shall not exceed \$163,349.00 for fiscal year 2011/12. 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.

5. REDUCTION OF CONTRACT AMOUNT

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

Name of County El Dorado
Contract Number VCGC1046

OPERATING EXPENSES

Contract Amount

Rent (Square feet=_____)	_____
Utilities	1,800.64
Insurance	_____
Equipment rental	324.72
Equipment repair	_____
Office supplies	543.80
Telephone	1,693.20
Postage	_____
Expendable equipment (non-capitalized assets)	_____
Overhead	_____
Training	800.00
Data Processing	_____
Other	483.48
Travel - Meetings, conferences	_____
Travel - Training	_____

TOTAL OPERATING EXPENSES

5,645.84

TOTAL AMOUNT OF CONTRACT FOR THIS YEAR

163,349.00

Does your JP Verification Unit receive any non-VCGCB funding?

Yes No

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

	Source of funding	Amount
Personnel Services	_____	_____
Operating Expenses	_____	_____
	Total	0

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 D

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

2. INCOMPATIBLE ACTIVITIES

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

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

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

3. PERFORMANCE ASSESSMENT

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

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

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

The Contractor shall obtain prior written authorization from the VCGCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment V to this contract) and forwarded to the County Liaison and Support Section for approval.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

6. MOVING

- a. The VCGCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- b. The Contractor shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. Written notification should be addressed to the County Liaison and Support Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.
- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

- a. Written request and approval prior to purchase

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

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

- b. Purchase of Information Technology Equipment

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

identification number. The Contractor shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment.

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

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

8. OPERATING EXPENSES

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

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 County Liaison and Support Section.

9. TERM OF CONTRACT

The period of performance for the contract will be for one (1) year from July 1, 2011 through June 30, 2012.

10. INVENTORY

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

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

11. CONFIDENTIALITY OF RECORDS

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

The VCGCB's Legal Office in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code 6250, et. seq.) for information received or generated in the performance of this contract. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's Legal Office.

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

Victim Compensation and Government Claims Board
Attn: Robin Baglietto, Associate Business Management Analyst
Business Services Section
400 "R" Street, Suite 400
Sacramento, CA 95811

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

12. 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 subpoenas for Victim Compensation program records must be personally served on the California Victim Compensation and Government Claims Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor must notify anyone attempting to serve a subpoena for records of this requirement. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

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

13. RETENTION OF RECORDS

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

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

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

14. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

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

POLICY MEMO		MEMO NUMBER: 06-00-003
SUBJECT: VCGCB Information Security Policy		DATE ISSUED: November 15, 2006
REPLACES: Policy # NA		EFFECTIVE DATE: December 1, 2006
REFERENCE: State and Consumer Services Agency, Information Security Program		ISSUING DIVISION: EXEC / ISO
Purpose	The Victim Compensation and Government Claims Board (VCGCB) Information Security Policy defines the rules for information security that apply to our business activities. This policy also provides a foundation for additional practices and standards that will more specifically communicate VCGCB rules related to information security.	
Information Security Program	The VCGCB has established an Information Security Program to protect the confidentiality, availability, integrity and privacy of VCGCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the VCGCB strategic goals and securely achieves its objectives and priorities. (Related California Code: Government Code Sec. 11771; SAM 4841)	
Responsibility	<p>The Information Security Officer is responsible for developing, implementing, and operating the Information Security Program. The Information security Officer Reports directly to the VCGCB Executive Officer.</p> <p>The Information Security Officer will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The Information Security Officer also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.</p> <p>The Information Security Officer chairs the Information Security Advisory Committee that includes members representing all VCGCB divisions. The Information Security Advisory Committee is responsible for reviewing, advising and recommending approval of information security practices and standards.</p> <p>The Information Systems Section is responsible for the implementation and administration of VCGCB information security policies, practices, and guidelines for all VCGCB information systems and networks.</p>	

	<p>All VCGCB employees, consultants, and contractors are responsible for protecting VCGCB information assets and complying with VCGCB information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the Information Security Officer.</p> <p>(Related authorities: Government Code Sec. 11771; SAM 4841.1)</p>
<p>Compliance</p>	<p>All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines.</p> <p>Failure to comply with VCGCB Information Security policies, practices, and guidelines by State employees may result in disciplinary action up to and including termination of State employment. Failure to comply with VCGCB Information Security policies, practices, and guidelines by consultants or contractors may result in punitive action up to and including termination of their contract.</p> <p>In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties.</p> <p>Compliance of VCGCB divisions and offices with VCGCB Information Security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices.</p> <p>The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer.</p> <p>(Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)</p>
<p>Risk Management</p>	<p>The VCGCB will identify and mitigate risks to the confidentiality, availability, and integrity of VCGCB information assets. Information security risks must be reported to the owner of the information or information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.</p> <p>The Information Security Officer operates the Information Security Risk Management program. Under this program, the Information Security Officer participates in the development of new information systems and periodically assess existing information systems to identify and mitigate information security risks. The Information Security Officer works with the appropriate VCGCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.</p> <p>(Related California Code: Government Code Sec. 11773)</p>

<p>Life Cycle Planning</p>	<p>The VCGCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.</p> <p>Projects will comply with all applicable Information Security Policies and Practices and include provisions for the effective implementation and administration of the information security processes required for compliance.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p>Awareness and Training</p>	<p>The VCGCB maintains a mandatory information security awareness program. The Information Security Officer will ensure that the appropriate information security awareness training is provided to all VCGCB employees, consultants, and contractors.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78)</p>
<p>Physical Security</p>	<p>The VCGCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive VCGCB business areas.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
<p>Contingency and Disaster Preparedness</p>	<p>The VCGCB Business Services Section ensures that the VCGCB has sufficient plans, resources, and staff to keep critical VCGCB business functions operating in the event of disruptions.</p> <p>Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.</p> <p>(Related California Code: Government Code Secs. 11773, 14740-14769)</p>
<p>Incident Handling</p>	<p>The VCGCB Information Security Officer implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.</p> <p>All VCGCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The VCGCB investigates information security violations and incidents and referring them to state and federal authorities when appropriate.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771; Penal Code Secs. 502)</p>
<p>Identification and</p>	<p>All users are individually identified to the information system(s) they use.</p>

<p>Authentication</p>	<p>Their identity is verified to the system using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.</p> <p>The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.</p> <p>(Related California Code: Government Code Secs. 11771, 20230)</p>
<p>Access Control</p>	<p>Access to all VCGCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current VCGCB duties.</p> <p>VCGCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their VCGCB duties.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 6250-6270, 11771)</p>
<p>Audit Trail</p>	<p>All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.</p> <p>Audit trail records must be provided whenever access to a VCGCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.</p> <p>Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a VCGCB information system.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771)</p>
<p>Data Ownership</p>	<p>All information assets have a Data Owner who is assigned by VCGCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 14740-14769, 20230)</p>
<p>Information Classification</p>	<p>All VCGCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to VCGCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is</p>

	<p>confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of VCGCB operations.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 11772, 20230)</p>
Information System Security Practices	<p>All VCGCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All VCGCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the Information Security Officer has approved a specific exception.</p> <p>(Related California Code: Government Code Sec. 11771)</p>
Where to file this memo	<p>File this Memo in the Administrative Policy Manual</p>
Who to contact for questions	<p>For any questions about this Memo please contact your supervisor or manager, or the VCGCB Information Security Officer by e-mail at iso@vcgcb.ca.gov</p>
Distribution List	<p>All VCGCB Staff</p>



STATE OF CALIFORNIA
EDMUND G. BROWN, JR., Governor

ANNA M. CABALLERO
Secretary
State and Consumer Services Agency
Chairperson

JOHN CHIANG
State Controller
Board Member

MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member

JULIE NAUMAN
Executive Officer

CONFIDENTIALITY STATEMENT


It is the policy of the California Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board 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. It is also the policy of VCGCB to ensure that all information is secured as set forth in VCGCB Information Security Policy, Memo number 06-00-003.

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, contract, or affiliation with the VCGCB.

The Contractor shall notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

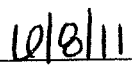
ACKNOWLEDGEMENT

I have read and understand the above statement and VCGCB Information Security Policy, Memo number 06-00-003. I understand that it is my responsibility to abide by the confidentiality policy and security policy of VCGCB and to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, information and documentation once my contract or affiliation with the VCGCB ends.




Signature
Vern Pierson, District Attorney

Name (Print)



Date
El Dorado

Affiliation (County/Vendor)

<p style="text-align: center;">C A L I F O R N I A</p>  <p style="text-align: center;">Victim Compensation & Government Claims Board</p>	<h2>CaIVCP CONFIDENTIALITY STATEMENT</h2>
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Purpose of Confidentiality Statement:

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board 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. I also acknowledge that it is the policy of the VCGCB to ensure that all information is secured as set forth in the VCGCB Information Security Policy, Memo number 06-00-003 and that 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, contract, or affiliation with the VCGCB.

State Employees and Contractors:

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

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

Confidentiality Statement (cont.)

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

I, _____
INITIAL acknowledge that as a state employee or individual performing work pursuant to a contract with the VCGCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the VCGCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact VCGCB's Legal Office or Information Security Officer.

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

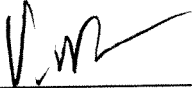
- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

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

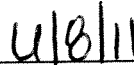
CERTIFICATION

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the VCGCB Information Security Policy, Memo number 06-00-003 I also understand that improper use of VCGCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, and information once my employment, contract, or affiliation with the VCGCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

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



Signature



Date

Vern R. Pierson, District Attorney

Name (Print)

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 @ 0.55 per mile = \$55.00.

Equipment (Capitalized Assets)

Capitalized assets include equipment with an acquisition of \$500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including 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.

INVOICE WORKSHEET

Attachment IIIb

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:		

APPROVED TRAVEL INFORMATION

I. Short-Term Travel

Staff on travel status for more than one 24-hour period and less than 31 consecutive days may claim per diem for each 24 hours of travel. Staff on travel status for less than 24 hours may claim lodging expenses, if this applies, and breakfast or dinner. No lunch or incidental allowance is paid when staff are on travel status for less than 24 hours. Expenses must be incurred at least 50 miles from headquarters.

Per diem and lodging expenses will be reimbursed in the amount of actual expenses. Expenses must be supported by a receipt.

Meals and Incidentals

The following reimbursement rates are maximums, not allowances. Staff may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, staff may claim the following:

Breakfast	Actual expense up to \$6
Lunch	Actual expense up to \$10
Dinner	Actual expense up to \$18
Incidentals	Actual expense up to \$6

Trips of Less than 24 Hours

For travel lasting less than 24 hours, staff may claim breakfast and/or dinner (as noted above), based on the following timeframes.

Fractional day of travel	
Trip begins at or before 6am and ends at or after 9am	Breakfast may be claimed
Trip begins at or before 4pm and ends at or after 7pm	Dinner may be claimed
<i>Staff may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>	

Staff may **not** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Staff members who receive a meal as part of State travel must reduce their per diem claim by the cost for that meal. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

II. Long-Term Travel

Staff members on travel status for longer than 31 consecutive days qualify for long-term travel per diem. The full long-term per diem is paid for each 24-hour period provided the staff's primary residence is occupied by the staff's dependents or is maintained at a net expense greater than \$200 per month. If staff does not maintain a separate residence, payment is one-half the full long-term rate. The rate ends when an employee is assigned to another geographic area. Partial days of long-term travel are paid as follows: Less than 12 hours—one half the long-term rate; 12-24 hours—full long-term rate. This rate includes meals, lodging, and incidental allowances.

For travel lasting 24 hours or more, staff may claim meals (as noted above), based on the following timeframes.

First day of travel	
Trip begins at or before 6am	Breakfast may be claimed
Trip begins at or before 11am	Lunch may be claimed
Trip begins at or before 5pm	Dinner may be claimed
Continuing after 24 hours	
Trip ends at or after 8am	Breakfast may be claimed
Trip ends at or after 2pm	Lunch may be claimed
Trip ends at or after 7pm	Dinner may be claimed

III. Transportation

Travel should be done in the most efficient and the least costly manner. Staff may use a more costly form of transportation, but they are paid at the least costly rates. In such cases a cost-comparison must be done to determine the least costly rate. When determining the method of transportation, consider the direct expense and staff time away from the office. Consider and document these criteria when deciding:

- a. The cost of personnel hours lost in travel.
- b. Total commercial travel costs (airlines, rental vehicle, taxi, etc.).
- c. Added per diem costs.
- d. Accessibility and/or urgency of the situation.
- e. Scheduling demand and limitations.
- f. Driving time to location would exceed two hours one way.
- g. Commercial airline service and schedules between points of origin and destination including any intermediate stops or layovers.

Submit approval request in writing to the agency approval authority as soon as possible, but not less than 24 hours before the flight. Immediate or unanticipated requests can be made verbally. File a confirming written request within 24 hours of trip completion.

Requests will contain:

- a. Date, time, and name/title of requester.

- b. Date(s) and itinerary of requested flight(s).
- c. Purpose of trip.
- d. Passengers (include title and organization).
- e. Transportation selection criteria justification.

Air Travel

Staff should travel by aircraft when it is the most efficient and least costly method for conducting official State business. Staff will travel by the least costly class and take advantage of discounts whenever possible. If staff travels in other than the least costly class, full explanation must be submitted with the claim.

Frequent Flyer Points/Premiums/Vouchers received by staff because of travel on official State business are the property of the staff member.

Privately-Owned Vehicle Travel

In order to use a privately-owned vehicle as transportation for official State business, staff must certify in writing the vehicle will always be covered by liability insurance at the following levels: \$15,000 for personal injury to, or death of, one person; \$30,000 for personal injury to two or more persons in one accident, and \$5,000 for property damage. The vehicle is adequate for the work. The vehicle is equipped with operating safety belts. The vehicle is in safe mechanical condition. Complete the certification form: Authorization to Use Privately Owned Vehicles on State Business (STD. 261). Each year the form must be verified and resigned.

Staff can claim repair for a privately-owned vehicle damaged while conducting official State business if the accident was **not** the staff member's fault. Payment is made out of the agency's allotted travel funds. File the claim in the following manner:

1. File a Report of Vehicle Accident form, (STD. 270).
2. Attempt to recover damages through insurance coverage.
3. Prepare TEC.
4. Submit three estimates of repair costs.

IV. Mileage

Mileage 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. 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. The most current information on the state mileage rate can be found at: <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>.

V. Parking

Staff using State-owned vehicles or privately-owned vehicles on official State business may be reimbursed for certain parking charges. These charges are:

1. Day parking when on trips away from their headquarters office and residence.
2. Overnight public parking when on trips away from the headquarters city and city of residence. Claims are not allowed if expense-free overnight parking is conveniently available.
3. Day parking next to their headquarters, provided they have other reimbursable vehicle expenses for the same day or are using a State vehicle. This is for employees who spend most of their time on field assignments and report to their headquarters offices occasionally.

Staff parking at airports must use the less expensive peripheral parking, or adequately justify excess parking charges.

All parking, taxi, airport shuttle, etc. fees which exceed \$10.00 must be supported by receipt.

VI. Forms

1. Authorization to Use Privately Owned Vehicles on State Business (STD. 261), Report of Vehicle Accident Form (STD. 270), TEC, and other forms can be found at:

<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>

- a. If you have any trouble locating the necessary forms, please contact VCGCB for assistance.

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: _____

For Victim Compensation Program Staff Use Only:

BSS/ISS Comments:

Approved as submitted Denied

Approved with changes (noted above)

Signed: _____ Date: _____

Restitution Recovery Staff or Joint Powers Analyst Staff Comments:

Approved --Upon Approval -Forward copy to FBOS: ATTN. Larry Iniguez

Denied

Signed: _____ Date: _____

BSS- Issuing of Asset Tag Stickers

Asset Tags Sent DATE: _____

Schedule of Equipment Sent Date: _____


Received Date: _____

Signed: _____

Revised: 11/03/03

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

VCGCB

<p style="text-align: center;">C A L I F O R N I A</p>  <p style="text-align: center;">Victim Compensation & Government Claims Board</p>	<h2 style="margin: 0;">POLICY MEMO</h2>
<p>SUBJECT: Imaged Document Confidential Destruct Policy – Scan Facility</p>	
<p>DATE ISSUED: December 17, 2008</p>	<p>EFFECTIVE DATE: Immediately</p>
<p>SUPERCEDES: N/A</p>	<p>EXPIRES: Indefinite</p>
<p>MEMO NUMBER: 09-001</p>	<p>ISSUED BY: Executive Office</p>

PURPOSE: It is the policy of the Victim Compensation and Government Claims Board (VCGCB) to properly retain and dispose of documents scanned into the California Compensation and Restitution System (CaRES) in a timely manner to save storage and handling costs.

AUTHORITY: California Codes
 Penal Code Section 11106.1, 11106.2
 Evidence Code Section 1550-1553
 Government Code Section 12159-12179.1

International Organization of Standardization
 ISO 15489-1-Information and documentation -Records management, Part 1
 ISO/TR 15489-2-Information and documentation -Records management, Part 2

POLICY: According to the California Codes, any document imaging system that does not permit additions, deletions, or changes to the original document, may be used as a photographic reproduction process to record documents, as long as a trusted system is utilized. A "trusted system" means a combination of techniques, policies, and procedures for which there is no possible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored. The CaRES claims management system is fully compliant with these requirements.

Based on these requirements, an original document that has been electronically imaged into CaRES can be destroyed when the following document guidelines and retention periods have been observed.

Document Guidelines

All documents received by the Scan Facility are scanned in batches of like documents, such as new applications and bills, and include a batch header sheet. Quality control measures are then performed on every document released to the CaRES system. The first quality control measure is performed by the individual who scans the document; the second by the individual performing document validation; the third by the individual performing quality assurance. The document is then released to the CaRES system. The batch header sheet details the document types and the date and time the batch was scanned. Following scanning, these batches are placed in boxes labeled by batch type and divided by date and time.

Retention Period

All paper documents that have been imaged and released into the CaRES system will be retained by the File Room for a period of twelve (12) months. This period is determined by adding twelve (12) calendar months to the date the documents were released or imported into the CaRES system. If a business unit requires an original document, they may retrieve it through the Scan Facility within twelve (12) months of the original scan date. At the end of the twelfth month, the documents will be labeled and placed in the designated Confidential Destruct location in the File Room. These documents will then immediately be scheduled for Confidential Destruct. The documents will be sent to either the State Records Center for confidential destruction or scheduled for onsite confidential shredding with a certified confidential shredding service.

If you have any questions, please contact Cindy DeYoung, Manager, Business Services Section, at (916) 491-3860.

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

