

Agreement # \_\_\_\_\_

Legistar # \_\_\_\_\_

# AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: \_\_\_\_\_

Need Date: \_\_\_\_\_

**PROCESSING DEPARTMENT:**

**CONTRACTOR:**

Department: \_\_\_\_\_

Name: \_\_\_\_\_

Dept. Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Department \_\_\_\_\_

Head Signature: \_\_\_\_\_

Org Code: \_\_\_\_\_

Project # \_\_\_\_\_

(if applicable): \_\_\_\_\_

Funding Source: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** \_\_\_\_\_

Service Requested: \_\_\_\_\_

Description: \_\_\_\_\_

Contract Term: \_\_\_\_\_ Contract Value: \_\_\_\_\_

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

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

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**HR APPROVAL:** WILL BE REVIEWED THROUGH WORKFLOW

**RISK MANAGEMENT:** WILL BE REVIEWED THROUGH WORKFLOW

**PLEASE EMAIL SIGNED DOCUMENT TO:  
Thank you!**



Audra Anderson &lt;audra.anderson@edcgov.us&gt;

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**Re: FY20 CalVCB Revolving Fund agreement**

1 message

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**Kerri Williams-Horn** <kerri.williams-horn@edcgov.us>  
To: Audra Anderson <audra.anderson@edcgov.us>

Tue, Jun 2, 2020 at 12:48 PM

Blue route approved.

Kerri Williams-Horn  
Chief Fiscal Officer  
Chief Administrative Office  
County of El Dorado  
530-621-5309  
[kerri.williams-horn@edcgov.us](mailto:kerri.williams-horn@edcgov.us)

On Tue, Jun 2, 2020 at 11:46 AM Audra Anderson <[audra.anderson@edcgov.us](mailto:audra.anderson@edcgov.us)> wrote:

Hi Kerri,

Could you please electronically sign the attached Blue Route and forward it back to me as soon as possible?

I will forward you all the contract documents I'll be routing to Counsel and adding into Legistar in a separate email so that you have them for your records.

Thank you,  
Audra

Audra Anderson  
Administrative Analyst  
County of El Dorado  
Chief Administrative Office  
Central Fiscal Department  
(530) 621-5144

----- Forwarded message -----

From: **Martinez, Ernesto@Victims** <[Ernesto.Martinez@victims.ca.gov](mailto:Ernesto.Martinez@victims.ca.gov)>  
Date: Tue, Jun 2, 2020 at 6:23 AM  
Subject: RE: FY20 CalVCB Revolving Fund agreement  
To: Audra Anderson <[audra.anderson@edcgov.us](mailto:audra.anderson@edcgov.us)>

Good Morning Audra,

I have attached the original email with all of the contract documents. Let me know if I can assist with anything.

Ernesto Martinez  
Business Services Branch  
California Victim Compensation Board

Phone 916-491-3877

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

S20-010

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

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

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTOR NAME

County of El Dorado

2. The term of this Agreement is:

START DATE

July 1, 2020

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$0.00 Zero Dollars

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	1
+ - Exhibit D	Special Terms and Conditions	5
+ - Attachment I	Revolving Fund Procedures	4
+ - Attachment II	Contractor's Description of Revolving Fund Procedures	3
+ - Attachment III	Information Security Policy	6
+ - Attachment IV	Information System Security and Confidentiality Acknowledgment	2
+ - Attachment V	Fraud Policy	3
+ - Attachment VI	Privacy Policy	4
+ - Attachment VII	Imaged Document and Confidential Destruct Policy	2

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

County of El Dorado

CONTRACTOR BUSINESS ADDRESS

778 Pacific Street

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

Vern R. Pierson

TITLE

District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

S20-010

PURCHASING AUTHORITY NUMBER (If Applicable)

VCB-7870

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Victim Compensation Board

CONTRACTING AGENCY ADDRESS

400 R Street, Suite 400

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

Jeannine Fenton

TITLE

Deputy Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 section 4.04 A. 2

**Exhibit A**  
**SCOPE OF WORK**

1. This Agreement is entered into by the California Victim Compensation Board (CalVCB), an agent of the State of California, and the County of El Dorado (Contractor). The purpose of this Agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.
  - a. Contractor shall pay emergency expenses pursuant to Government Code section 13952.5, subdivision (c)(3) in the categories listed below according to the Revolving Fund Procedures, Attachment I.
    - i. Payment of verified funeral/burial expenses;
    - ii. Payment of verified relocation expenses;
    - iii. Payment of verified crime scene clean-up expenses; and
    - iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section (CLASS) Manager.

- b. The Contractor shall pay emergency expenses using its revolving fund for applications and bills related to crimes that occurred in the following counties: El Dorado, Lake, Alpine, Mono, and Inyo

Emergency expenses will be paid in additional counties as directed by the CLASS Manager or designee.

- c. For emergency awards, the Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the California Victim Compensation Board Policy and Procedure Manual (WikiManual), available to Contractor staff with access to the Compensation and Restitution System (Cares2), the CalVCB automated claims management system. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use CalVCB claims management system to issue a payment to replenish the revolving fund in accordance to the process set out in the Revolving Fund Procedures, Attachment I and any other subsequent procedures required by CalVCB. The Contractor shall not implement additional stipulations against this Agreement which hinders the claimant from receiving funds when an immediate need for payment of an expense has been verified.
      - d. The Contractor shall also ensure staff who authorize emergency payments are different from staff who issue the emergency payments and adhere to proper separation of duties and internal controls.

The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this Agreement do not collect restitution or serve as a restitution specialist.

In addition, the Contractor shall obtain CalVCB's prior written permission if staff persons assigned to functions under this Agreement will perform any other County functions.

**Exhibit A**  
**SCOPE OF WORK**

- e. The Contractor shall establish and enforce procedures to ensure that funds paid under this Agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or for qualified commodities paid under this Agreement.

CalVCB 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), CalVCB shall issue the Contractor a Miscellaneous Income (Form 1099-MISC) at the end of the calendar year stating the amount that the Contractor received as payee from CalVCB that calendar year. The Contractor shall be responsible for issuing a Form 1099- MISC to each provider paid through the use of Revolving Funds, in accordance with Federal requirements no later than January 31st, of the following year. In accordance with CalVCB procedures, the Contractor shall submit a Request for Taxpayer Identification Number and Certification (Form W-9) or a Payee Data Record (Std. 204) to CalVCB for all providers to be paid through the CalVCB claims management database.

- f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the account.
- g. The Contractor shall make a reasonable attempt to collect any overpayments made from its revolving fund according to the Revolving Fund Procedures, Attachment I.
- h. The Contractor shall use all forms and processes required by CalVCB as stated in the Revolving Fund Procedures, Attachment I.
- i. The Contractor shall only use information collected under this Agreement for the purpose of verifying and adjudicating claims.
- j. The Contractor will use the Cares2, the CalVCB automated claims management system, to perform the work under this Agreement. The Contractor shall ensure that all staff performing duties under this Agreement comply with CalVCB statutes, regulations, guidelines, procedures and processes.
- k. 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. The Contractor shall demonstrate and apply trauma-informed principles and practices when communicating verbally and in writing with recipients of services. Should CalVCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to CalVCB within a reasonable time as requested by CalVCB.

**Exhibit A**  
**SCOPE OF WORK**

- I. Upon execution of this Agreement, the Contractor shall submit Contractor's Description of Revolving Fund Procedures, Attachment II, a written description of the procedures for operating the revolving fund. The description shall include a list of all personnel authorized to request a disbursement from the revolving fund and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the revolving fund is operated, the timeframe for the issuance of any payment from the fund, the time frame for any payment to be considered void if not presented for payment and copies of any forms that are used in the distribution of the funds. If any changes are made to the Contractor's Description of Revolving Fund Procedures, Attachment II, the Contractor shall notify CalVCB prior to the changes taking effect.
2. The term of this agreement shall be July 1, 2020 through June 30, 2023.

The services shall be performed at:

County of	El Dorado
Office	Victim Witness Program
Address	778 Pacific Street Placerville, CA 95667

3. 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 CLASS Manager in advance for any temporary changes in schedule or operating hours. The CLASS Manager shall approve all requests for overtime in advance.
4. The project representatives during the term of this agreement will be:

State Agency: California Victim Compensation Board	Contractor: County of El Dorado
Name: Dionne C. Bell-Rucker, County Liaison and Support Section	Name: Johana Millan Program Coordinator
Phone: (916) 491-3512	Phone: (530) 642-5169
Fax: (916) 491-6435	Fax: (530) 295-2602
Email: <a href="mailto:Dionne.Bell-Rucker@victims.ca.gov">Dionne.Bell-Rucker@victims.ca.gov</a>	Email: <a href="mailto:johana.millan@edcgov.us">johana.millan@edcgov.us</a>

**Exhibit A**  
**SCOPE OF WORK**

Direct all inquiries to:

State Agency: California Victim Compensation Board	Contractor: County of El Dorado
Section/Unit: Business Services Branch	Section/Unit: Victim Witness Program
Attention: Ernesto Martinez	Attention: Johana Millan
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 778 Pacific Street Placerville, CA 95667
Phone: (916) 491-3877	Phone: (530) 642-5169
Fax: (916) 491-6413	Fax: (530) 295-2602
Email: Ernesto.Martinez@victims.ca.gov	Email: johana.millan@edcgov.us



**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. REVOLVING FUND

To establish a revolving fund account, CalVCB advanced the Contractor a total of \$40,000.00, which consists of \$40,000.00 in fiscal year 2000/2001, as authorized by Government Code section 6504 to pay qualifying claims identified in Exhibit A.

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, CalVCB 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, CalVCB shall have the option to either terminate this Agreement with no liability to CalVCB or offer an amendment of this Agreement to the Contractor to reflect the reduced amount.

3. REPORTING REVOLVING FUND USE

- a. In order to perform an accurate reconciliation of the revolving fund, CalVCB requires that each month the Contractor shall submit a written accounting of the disbursements and reimbursements made to the Contractor's revolving fund account.

Required documentation shall be submitted to the CLASS designee and CalVCB Accounting Manager, by the tenth (10<sup>th</sup>) day of each month.

- b. Required documentation shall include:

1. Revolving Fund Disbursement Log

- i. The spreadsheet for the Revolving Fund Disbursement Log shall be provided by CalVCB.

2. Bank Statements or General Ledger report

- i. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
- ii. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
- iii. Credit information should also include deposit information that states what claim payments are being deposited by application identification number and a copy of the corresponding warrant from the State Controller's Office (SCO).

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Summary of any discrepancies e.g. voided transactions, errors in posting, overpayments etc.
  
- c. According to the process set out in the Revolving Fund Procedures, Attachment I, the Contractor shall submit a report within (30) days after the end of the fiscal year that details all transactions in the revolving fund, including but not limited to the following information: beginning and ending balance of the fund, the number of applications, number of bills, total amount disbursed from the revolving fund, total number of bills by service type (e.g., funeral/burial, relocation expense, etc.), total amount paid by service type, and percentage disbursed based on service type.

**Exhibit C**  
**GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions will be included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

1. INCOMPATIBLE ACTIVITIES

Contractor's staff assigned to perform services for CalVCB 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 this Agreement, including but not limited to: providing services that could be compensated under the CalVCB program.
- c. Use information obtained while doing work under this Agreement for personal gain or the advantage of another person.
- d. Disclose any confidential information except as required by law or authorized by CalVCB. Confidential information includes, but is not limited to, information about applicants, applications and documents associated with applications.
- e. Provide or use the names of persons or records of the CalVCB for a mailing list which has not been authorized by CalVCB.
- f. Represent himself or herself as a CalVCB employee.
- g. Take any action with regard to a CalVCB claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve him 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.
- 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 contact is for the purposes of carrying out the services under this Agreement and is done in an appropriate manner.

In accordance with all applicable laws, all contracted staff are required to comply with the State's efforts to maintain a drug free working environment. CalVCB has a vital interest in maintaining safe, healthy, and efficient working conditions. Contracted staff's ability to perform duties safely and effectively can be impaired by use of illegal drugs, alcohol, legally prescribed medications or a combined use of these substances. Substance abuse poses serious safety and health risks not only to contracted staff, but to fellow workers and others with whom the contracted staff has contact.

It shall be the Contractor's responsibility to ensure that every staff person assigned to provide contracted services to CalVCB is made aware of and abides by this provision. If an assigned

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

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 Agreement. Any questions should be directed to CalVCB's Legal Office at (916) 491-3605.

2. PROGRAM EVALUATION AND MONITORING

The Contractor shall make available to CalVCB, 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 Agreement. The records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this agreement.

3. RETURN OF REVOLVING FUNDS

The CalVCB reserves the right to request, upon thirty (30) days written notification, the return of all revolving fund monies to be deposited into CalVCB Restitution Fund.

4. 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 CalVCB's confidential data for another purpose. Personal identifiable information shall be held in the strictest confidence and shall not be disclosed except as required by law or specifically authorized by CalVCB in accordance to the CalVCB Information Security Policy, Attachment III.

CalVCB'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 CalVCB's Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the CalVCB. The Contractor shall complete and submit a signed Information Systems Security and Confidentiality Acknowledgment, Attachment IV, to:

California Victim Compensation Board  
Attn: Ernesto Martinez,  
Business Services Branch

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

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

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties described in this Agreement, regardless of whether or not the services of such staff persons are paid for by CalVCB, 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 CalVCB records by such staff persons.

The Contractor shall annually submit to CalVCB the Information Systems Security and Confidentiality Acknowledgment, Attachment IV, signed by each staff member performing services under this Agreement, whose salary or a portion thereof is paid through this Agreement, or who supervises staff members performing services under this Agreement. Confidentiality statements must be submitted within ten (10) business days of the start date of new staff and annually each year by mail, email or fax. Access to the CalVCB claims management system will be granted upon receipt of the signed confidentiality statement.

To mail requests and correspondence related to this section of the Agreement, send to: The County Liaison and Support Section (CLASS), California Victim Compensation Board, P.O. Box 3036, Sacramento, CA 95812-3036.

5. SUBPOENAS

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this Agreement. The Contractor shall post a notice in its receiving department or other appropriate place stating that all subpoenas for CalVCB records must be personally served to CalVCB located at 400 R Street, 5<sup>th</sup> 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 CalVCB Legal Office at 916-491-3605 for further assistance.

In cases where documents are being subpoenaed, the Contractor shall provide CalVCB 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.

6. COMPLIANCE WITH CALVCB POLICIES

The Contractor shall ensure that all staff assigned to work related to this contract review and comply with the requirement of CalVCB policies, including CalVCB's Fraud Policy, Attachment V, Information Systems Security and Confidentiality Acknowledgment, Attachment IV, and Privacy Policy, Attachment VI. CLASS will provide copies of the policies to the Contractor annually to be signed and returned to CLASS within 30 days of receipt.

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

7. RETENTION OF RECORDS

a. Application Records

The Contractor shall retain all documents related to applications entered into the Compensation and Restitution System (Cares2), the CalVCB automated claims management system for one year from the date the document is received. After one year, the Contractor shall contact CLASS to make arrangements for the documents to be destroyed consistent with the Imaged Document and Confidential Destruct Policy, Attachment VII.

b. Administration and Fiscal Records

The Contractor shall retain any other records relating to the operation of this Agreement, including, but not limited to, payroll, time-keeping, accounting records and electronic records for seven years from the date the record is created.

All electronically retained documents shall have the same legal effect as an original paper document.

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

8. SECURITY AND PRIVACY COMPLIANCE

The Contracted staff assigned to perform services for CalVCB must adhere to the following provisions.

Staff shall not:

- a. Attempt to access the Cares2 application from any location other than their assigned work location, this includes restrictions on working remotely unless written authorization is obtained from the CLASS Manager.
- b. Share individual login ID and password with anyone else.
- c. Allow their computer to remember a password to the Cares2 application.
- d. Walk away from their computer without locking the screen.
- e. Leave documents with personal identifiable information (PII) unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- f. Disclose any PII information to unauthorized users.
- g. Send any PII via email. Staff should use application numbers, bill numbers and initials only (if necessary). Staff should use encrypted email if they must

**Exhibit D**  
**SPECIAL TERMS AND CONDITIONS**

send email containing PII information.

- h. Visit untrusted websites or open any attachments or links from untrusted email.
- i. Uninstall or disable anti-virus software and automatic updates.
- j. Install any unauthorized or unlicensed software.
- k. Plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.

Any virus attacks, security violations, and privacy breaches, should be immediately reported to the Contractor's information Security Office, the CLASS Manager and the Contractor's CLASS liaison.

9. TERMINATION FOR CONVENIENCE

CalVCB or the Contractor reserves the right to terminate this contract upon thirty (30) days written notice to the other. In such an event, the Contractor shall return all Revolving Fund monies to be deposited into the CalVCB Restitution Fund and will be compensated for actual costs incurred in accordance with the terms of the Agreement up to the date of termination. Invoicing of the abovementioned costs shall be submitted to CalVCB within thirty (30) calendar days of the date of termination.

10. REGULATIONS AND GUIDELINES

All parties agree to abide by all applicable federal and state laws and regulations and CalVCB guidelines, procedures, directives and memos as they pertain to the performance of this Agreement. Contractor agrees to pay Contractor staff in accordance with federal and state labor laws



# **ATTACHMENT I**

## **REVOLVING FUND PROCEDURES**

### **1. Document Substantial Financial Hardship and Immediate Need**

- a. The Revolving Fund may be used to pay urgent or unexpected expenses that are allowed by CalVCB statutes, regulations and policies. Typically, these expenses are considered through the Emergency Award (EA) process. Emergency awards can only be allowed in cases where there would be substantial financial hardship if an award were not paid right away and/or where there is an immediate need for payment to the claimant or the provider on behalf of the claimant.
- b. Substantial financial hardship means that without the emergency award the claimant cannot provide for the necessities of life including, but not limited to:
  - i. Shelter
  - ii. Food
  - iii. Medical care or
  - iv. Personal safety
- c. The inability to pay for funeral and burial expenses or crime scene clean up expenses without the emergency award can constitute substantial financial hardship.
- d. The amount awarded depends on the claimant's immediate need. Pay just those compensable expenses that, if not paid immediately, would cause a substantial financial hardship.

### **2. Contact the Provider**

- a. Payments from the Revolving Fund should be verified:
  - i. To be a substantial financial hardship to the claimant,
  - ii. To be an immediate need and
  - iii. That the provider will not provide services unless payment is received immediately.
- b. Prior to making payments to a provider of service on behalf of the claimant, local county staff will contact the provider by phone to assess whether they are willing to wait for payment through the regular claims process.
- c. Document the conversation in Cares2, specifying whether or not the provider is willing to wait for payment.

### **3. Assess eligibility**

- a. Prior to making a payment from the Revolving Fund review the application and associated documents (per instructions in the CalVCP online manual)

to make a preliminary assessment regarding the eligibility of the application.

- b. Whenever possible determine eligibility of the application prior to issuing the Revolving Fund payment, however, if circumstances do not allow for a complete eligibility assessment, follow the instructions found in the CalVCP online manual for making an emergency award.
- c. Do not issue a Revolving Fund payment in a case where issues that may bar eligibility are clearly evident. Consult the County Liaison and Support Section if assistance is needed in reviewing eligibility issues.

#### **4. Issuing and Documenting the Revolving Fund Payment**

- a. Prior to issuing a Revolving Fund payment, all reimbursement sources must be reviewed. If necessary contact the Revenue and Recovery Branch for authorization to pay the bill prior to issuance. Per instructions in the manual, document interactions with RRB in Cares2. Escalate emergency claims by contacting your County Liaison and Support Section (CLASS) analyst for assistance.
- b. Confirm who needs to be paid (claimant or provider on behalf of the claimant). If needed, obtain a W-9 form from the provider, which includes either the provider's Federal Tax Identification Number (FIN) or Social Security Number (SSN). This information is used to issue a future Form 1099.
- c. Payment authorization documents must be scanned into CaRES for every Revolving Fund transaction. The format of the authorization documents may differ from county to county but must contain at a minimum:
  - i. CalVCB Application Number
  - ii. Date of request
  - iii. Nature of request (including amount and payee)
  - iv. Evidence of substantial financial hardship or immediate need
  - v. Status of application
  - vi. Signature of claims specialist making the request
  - vii. Signature of Victim Assistance Center Director or authorized designee approving request.
  - viii. Signature of person issuing the check.
  - ix. The person making the request, the person approving the request and the person issuing the check must be three different people.
- d. Staff must enter a note into the Cares2 application summary for each Revolving Fund transaction. The note must be written according to the following format:

**REVOLVING FUND PAYMENT:** Payment in the amount of *[amount]* to *[payee]* has been issued from the Revolving Fund on date *[date]*. The Revolving Fund was used because *[document reason including substantial financial hardship/immediate need and the provider's unwillingness to wait for payment through CaRES, if applicable]*. Copies of Revolving Fund authorization

documents [authorization form and a copy of the check if available] scanned into CaRES [date].

## 5. Reimbursing the Revolving Fund

- a. The JP office should reimburse the Revolving Fund within 20 days of the time the Revolving Fund check was issued in order to keep funds flowing back into the Revolving Fund.
- b. Reimbursement to the Revolving Fund must also be documented in the application summary with a note in the following format:

REVOLVING FUND REIMBURSEMENT Bill ID no. BXX-XXXXX:  
This payment of [amount] to the [County Emergency Fund] is reimbursement for the Revolving Fund payment made in the amount of [amount] to [payee] on [date].

## 6. Revolving Fund Disbursement Log

- a. Use the Revolving Fund Disbursement Log provided by CalVCB to document all outgoing and incoming Revolving Fund transactions. The log shall include, but is not limited to, the following information:
  - The date of the transaction
  - Application and bill identification numbers
  - Claimant's initials
  - Payee name and federal tax identification number,
  - The county warrant number disbursed
  - The State warrant number used to reimburse the fund
  - Paid amount
- b. The disbursement log must reflect an accurate beginning balance from July 1, 2020, and should be cumulative for the year. Outstanding items from the prior fiscal year may be included on the July 2020 log in order to provide an accurate reconciliation.

## 7. Bank Statements or General Ledger report

- a. If statements are comingled with other funds, then a General Ledger report with only revolving fund transactions is required.
- b. Debit information should include the county check number. This check number will be reconciled with the Revolving Fund Disbursement Log to determine the application identification number.
- c. Credit information should also include deposit information that states what claim payments are being deposited by application identification number. Also a copy of the corresponding check from the State Controller's Office (SCO).
- d. Summary of any discrepancies e.g. voided transactions, errors in posting, etc. Assign one person in the county office to maintain the Revolving Fund

Disbursement Log to ensure that all required information is documented properly and reimbursements are requested promptly.

**8. Submission of the Revolving Fund Log and Bank Statement or General Ledger Report**

- a. The Revolving Fund Log and bank statement or general ledger must be submitted by the 10<sup>th</sup> day of the month following the reporting month. The disbursement log must be submitted to

CalVCB Accounting Division		<a href="mailto:AccountingMailbox@victims.ca.gov">AccountingMailbox@victims.ca.gov</a>
CLASS Manager	Dionne Bell-Rucker	<a href="mailto:Dionne.bell-rucker@victims.ca.gov">Dionne.bell-rucker@victims.ca.gov</a>
CLASS Liaison	Johnny Wong	<a href="mailto:johnny.wong@victims.ca.gov">johnny.wong@victims.ca.gov</a>

**9. Overpayments**

- a. If an overpayment is identified as a result of an error the Contractor made when issuing the Revolving Fund payment or when making the subsequent reimbursement to the county, the Contractor is responsible for making a reasonable attempt to collect the amount of the overpayment.
  - i. The Contractor shall report any overpayments or suspected overpayments to County Liaison and Support Section (CLASS) at CalVCB as soon as the overpayments are identified.
  - ii. The Contractor shall follow overpayment procedures established for processing overpayment. If the Contractor has made a reasonable attempt to recover the overpayment but the overpayment was not recovered, then CalVCB will pursue collection of the overpayment from the overpaid party. For a detailed description of overpayment procedures refer to the CalVCB manual.

# ATTACHMENT II

## CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES

County Name: El Dorado	Prepared by: Johana Millan
Original Revolving Fund Contract Award: \$40,000	Contract Number: S20-010
Date: 06/23/2020	Phone: (530) 642-5169

The contractor shall submit a written description of the procedures for operating the Revolving Fund (Attachment II to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated, the timeframe for any warrant to be considered void if not presented for payment and copies of any forms that are used in the distribution of funds.

Feel free to attach additional pages or documentation.

## COUNTY OF EL DORADO

### REVOLVING FUND PROCEDURES

#### ATTACHMENT II

1. Upon request of emergency assistance by a victim or claimant, Program Staff will review the crime report to determine the crime type and eligibility.
2. Once eligibility is determined, the claim is reviewed to determine if there would be a substantial financial hardship on the victim or claimant if the award is not paid right away.
3. Upon approval of an emergency assistance request, Program staff will:
  - a. Obtain the required forms and receipts from the victim, claimant, and/or providers;
  - b. Confirm immediate payment is required;
  - c. Confirm who payment will be issued to;
  - d. Obtain a Payee Data Record and W-9 form (required) from the provider; and
  - e. Confirm if payment may be issued using a department assigned credit card.
4. Program staff will document the Cares2 application summary with all interactions and scan all documents according to the process established in Revolving Fund Procedures (Attachment II to Agreement S20-010).
5. Program staff prepares an emergency packet for submission to Fiscal staff that must include the following:
  - a. Memo with victim's name, crime type, defendant's name, amount of request, name of the recipient receiving payment and the method of payment requested. The Memo must be signed by the person making the emergency request and the person approving the emergency request (as outlined below);
  - b. Required verification forms and/or receipts; and
  - c. W-9 (as required by CalVCB) and a PDR (as required by EDC)
6. Upon immediate receipt of the approved emergency packet, the Chief Administrative Office Central Fiscal Unit staff will prepare a hand-type check request and enter the payment request in the financial system (FENIX) for rush processing (as outlined below).
7. **If payment is required by check** - the emergency packet is scanned before uploading as an attachment to the invoice entry in FENIX. The invoice will work through department approvals before routing to the Auditor's Office for final approval and processing. The Auditor will issue a hand-typed check no later than three days after receipt of the emergency request and will notify Fiscal staff once the check is available for pick-up.
8. Upon receipt of the check, Fiscal staff will make two copies of the check, notify Program staff the check is available and make arrangements to release the check packet to Program staff.
  - a. Check copy #1 will be signed by Program staff upon receipt of the check and will be scanned as back-up to Fiscal staff's electronic copy of the emergency request packet.
  - b. Check copy #2 will be attached to the full, complete copy of the emergency packet (which shall also include the original check) and be provided to Program staff at the time Check copy #1 is signed.
9. Program staff will work with the victim or claimant to arrange for the direct pick-up of the check, or mail upon request.
10. **If payment is required by purchase card**, Fiscal staff will obtain the necessary approvals and signatures prior to making a pcard payment. Fiscal staff will work with the payment recipient for the issuance of the purchase card payment. Fiscal staff will require the recipient provide proof of payment via fax or email. A complete copy of the emergency packet, including the payment receipt, will be provided electronically to Program staff for immediate processing. Fiscal staff will follow internal fiscal guidelines for entering the PCard payment into the county's financial system (FENIX).
11. Program staff will record all necessary interactions and upload all necessary documents to the Cares 2 application to issue a payment to replenish the revolving fund, according to the process established in Revolving Fund Procedures (Attachment II to Agreement S20-010).

12. On a monthly basis, Fiscal staff will complete a reconciliation of the Revolving Fund, which will include completing the Revolving Fund log (as provided by CalVCB staff), obtaining a supporting bank statement or general ledger and providing a report of any discrepancies, such as voided transactions or posting errors. All documentation will be submitted electronically to CalVCB by the 10<sup>th</sup> day of the month following the reporting month.
13. On an annual basis (30 days following the end of the fiscal year), Fiscal staff will submit a report detailing the use of the Revolving Fund for that fiscal period. The report will include the fiscal year beginning and ending balance, total amount disbursed, total number of bills paid by service type, and total amount paid by service type.

\*Any warrant will be considered void if not presented for payment within six months from the issue date. The Auditor/Controller will formally stale date the check at this time.

#### **Authorized Personnel to Request a Disbursement:**

Revolving Fund Disbursement Requests may be made by the following District Attorney Victim Witness Program Staff:

- Lisa Ellis, Victim Witness Claims Specialist
- Karyn Hays, Victim Witness Office Assistant II
- Johana Millan, Program Coordinator

Approval of Disbursement Request may be received from:

- Vern Pierson, District Attorney
- Joseph Alexander, Chief Assistant District Attorney
- James Clinchard, Assistant District Attorney

Financial forms may be prepared by the following Chief Administrative Office Central Fiscal Unit Staff:

- Lindsey Gonsalves, Fiscal Technician
- Audra Anderson, Administrative Analyst
- Justene Grewel, Administrative Analyst
- Jeremy Apodaca, Senior Department Analyst
- Hillary Crawford, Administrative Services Officer
  
- Approval of the Financial Forms, including but not limited to, County Claim Voucher and Hand-Type Check Request may be received from:
  - Kerri Williams-Horn, Chief Financial Officer
  - Laura Schwartz, Deputy Chief Administrative Officer

Personnel authorized to disburse revolving funds:

- Auditor/Controller, Joe Harn, or designated person(s) assigned by the Department Head/Elected Official.

\*The person making the request, the person approving the request and the person issuing the check must be three different people.

**Program and/or Fiscal staff will notify CalVCB immediately upon any changes to the procedures listed above.**

## Information Security Policy

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**Memo Number: 17-008**

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

### Purpose

The Victim Compensation Board's (CaVCB) 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 CaVCB rules related to information security.

### Information Security Program

The CaVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CaVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CaVCB strategic goals and securely achieves its objectives and priorities.

### Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CaVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CaVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CaVCB divisions. The Information Security Advisory Committee is responsible



for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

All CalVCB employees, consultants, and contractors are responsible for protecting CalVCB information assets and complying with CalVCB information security policies, practices, and guidelines. All CalVCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the ISO.

## Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB information security policies, practices, and guidelines by State employees may result in disciplinary action up to, and including, termination of State employment.

Failure to comply with CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

## Risk Management

The CalVCB will identify and mitigate risks to the confidentiality, availability, and integrity of CalVCB information assets. Information security risks must be reported to the owner of the information or the information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate CalVCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

## Life Cycle Planning

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

## Awareness and Training

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

## Physical Security

The CalVCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive CalVCB business areas.

## Contingency and Disaster Preparedness

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

## Incident Handling

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

## Identification and Authentication

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

## Access Control

Access to all CalVCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

## Audit Trail

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

## Data Ownership

All information assets have a Data Owner who is assigned by CalVCB management. The Data Owner is responsible for authorizing access to the information, assignment of custody for the information, classifying the information, and approving any contingency plans affecting the information.

## Information Classification

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

## Information System Security Practices

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

## Authority

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)

## Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at [InfoSecurityandPrivacy@victims.ca.gov](mailto:InfoSecurityandPrivacy@victims.ca.gov).

## Distribution List

All CaIVCB staff

## Information Systems Security and Confidentiality

### Acknowledgement

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

### I understand that I must:

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

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

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

_____	_____	
User Name (Print)	Division or Unit	
_____	_____	_____
User Signature	Date	Phone Number
_____	_____	_____
Manager/Supervisor Signature	Date	Phone Number

## Filing Instructions

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

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

# ATTACHMENT V



## Fraud Policy

Memo Number: 17-004

# Fraud Policy

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## **Memo Number: 17-004**

Issued July 10, 2017

Supersedes: 13-001

Effective immediately

Does not expire

Issued By: Legal Division

## Purpose

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

## Policy

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

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

## Definition

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

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

## How to Report Fraud

Any employee who suspects fraud or has received an external fraud complaint shall immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. Managers



## Fraud Policy

Memo Number: 17-004

must complete an Investigation Referral Form (available on Boardnet), and submit it to the Deputy Executive Officer of their division for referral to the Provider Evaluation Team (PET).

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

There are four reporting options available for external complainants:

1. Send an email to the fraud hotline at [FraudHotline@victims.ca.gov](mailto:FraudHotline@victims.ca.gov)
2. Call the toll-free fraud hotline at 1 (855) 315-6083
3. Write to the Legal Division at P.O. Box 350, Sacramento, CA 95812
4. Fax the complaint to (916) 491-6441

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

## Investigations

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

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

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

## **Fraud Policy**

Memo Number: 17-004

In order to maintain the integrity of the investigation, CalVCB will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is also important in order to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect CalVCB from potential liability.

## **Contacts**

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

## Privacy Policy

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**Memo Number: 17-010**

Date Issued: 1/1/17

Supersedes: 16-007

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

### Purpose

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

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

### Policy

It is the Policy of CaIVCB that:

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

## Definition

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

## Applicability

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

## Management Responsibility

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

## Staff Responsibility

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

- Properly dispose of PII.

## Privacy Officer Responsibility

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

## Acceptable Use

Official CalVCB business needs only.

## Monitoring

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

## Incident Reporting

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

## Violations

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

## Compliance

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

## Authority

- Government Code sections 11019.9, 13952 to 13954

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

## Other Applicable CaIVCB Policies

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

## Contact

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

## Distribution

All CaIVCB staff

# Document Receiving Section (DRS) Imaged Document Confidential Destruct Policy

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**Memo Number: 17-**

Date Issued:

Supersedes: 09-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Executive Office

## Purpose

It is the policy of the California Victim Compensation Board (CaIVCB) 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

### Internal 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 an 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 DRS are registered and batched with a batch header sheet and scanned in batches of like documents, such as new applications, bills, and include a batch header sheet. Visual quality controls are performed on each document uploaded into the CaRES system. The first quality control measure is performed by the individual scanning the documents; the second quality control is performed by the individual validating the document; the third quality control is performed by the individual uploading the documents into the CaRESCaRES system. Once quality control is complete and the batches are uploaded into the CaRES system, the paper 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 uploaded into the CaRES system. If a business unit requires an original document, they may retrieve it through the DRS within twelve (12) months of the original scan date. At the end of the twelfth month, the documents will be placed in designated confidential destruct bins in the File Room. The documents will be scheduled for onsite confidential destruction with a certified confidential shredding service.

If you have any questions, please contact Business Services Branch Manager, at (916) 491-3866.



# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

## CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

## General Terms and Conditions for Interagency Agreements

### GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **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.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.



## RESOLUTION NO.

### OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**WHEREAS**, the El Dorado County Board of Supervisors has established a fund designated Funeral Burial/Domestic Violence Revolving Fund with funds made available through the California Victim Compensation Board (herein referred to as CalVCB).

**WHEREAS**, pursuant to Government Code Section 13952.5(c) (3), the County of El Dorado shall pay emergency expenses using its Funeral Burial/Domestic Violence Revolving Fund for applications and bills related to crimes that occurred in the counties of El Dorado, Lake, Alpine, Mono and Inyo and when the claimant would suffer substantial financial hardship when the payment was made and when the payment would help the claimant with an immediate need.

**WHEREAS**, the Board has approved a contract called Standard Agreement S20-010 and Certification with CalVCB for the continued oversight and management of the Funeral Burial/Domestic Violence revolving fund for the term beginning July 1, 2020 through June 30, 2023.

**WHEREAS**, the Board must delegate signing authority to the District Attorney to execute said Standard Agreement S20-010 and Contractor Certification Clauses.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of El Dorado, State of California, that the District Attorney of the County of El Dorado, State of California is authorized to execute, on behalf of the Board of Supervisors, the Standard Agreement S20-010 and Certification including any extensions or amendments thereof.

**BE IT FURTHER RESOLVED** that this Resolution shall be in effect for a three year period beginning July 1, 2020, and ending June 30, 2023.

**BE IT FURTHER RESOLVED** that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 23 day of June, 2020, by the following vote of said Board:

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

Ayes:  
Noes:  
Absent:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chair, Board of Supervisors