File No. 120933 Committee Item No. 4
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** 10/17/2012

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	Motion
☒	☐	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form (for hearings)
☒	☐	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☒	☐	Grant Information Form
☒	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☒	☐	Award Letter
☒	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☐	☐	_____
☐	☐	_____
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☐	☐	_____

Completed by: Victor Young **Date** October 12, 2012
Completed by: Victor Young **Date** _____

FILE NO. 120933 RESOLUTION NO.

[Accept and Expend Grant - Compensation for Crime Victims – Not to Exceed $714,138]

Resolution authorizing the Office of the District Attorney to retroactively accept and expend up to $714,138 allocated from the California Victim Compensation and Government Claims Board for a project entitled "Joint Powers Agreement" for the period of July 1, 2012, through June 30, 2015.

WHEREAS, The City and County of San Francisco desires to enter into an agreement with the California Victim Compensation and Government Claims Board in accordance with Government Section 13835 for the purpose of assisting victims and witnesses with compensation claims; and

WHEREAS, Funds received hereunder shall not be used to supplant local funds that would, in the absence of California Victim Compensation and Government Claims Board Programs, be made available to support the assistance of victims and witnesses of crime; and,

WHEREAS, All positions supported by these funds shall be coded "G" in the District Attorney's budget; and

WHEREAS, The District Attorney proposes to maximize use of available grant funds on program expenditures by not including indirect costs in the grant budget; and

WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance (ASO); now, therefore, be it

RESOLVED, That the District Attorney of the City and County of San Francisco is authorized on behalf of the City and County of San Francisco to contract for, accept, and expend funds from the California Victim Compensation and Government Claims Board to continue the Joint Powers Agreement; including any extensions, augmentations or amendments thereof; and, be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget.

RECOMMENDED:

Office of the District Attorney

George Gascón
Cristine DeRenty for George Gascón

APPROVED:

Office of the Controller

By: For

Ben Rosenfield

APPROVED:

Office of the Mayor

By:

Edwin M. Lee

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Maria McKee, Office of the District Attorney**

DATE: **July 25, 2012**

SUBJECT: **Accept and Expend Resolution for Subject Grant**

GRANT TITLE: Joint Powers Agreement (VCGC 2056) - $714,138

Attached please find the original and 4 copies of each of the following:

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Grant budget

_X_ Grant application

_X_ Grant award letter from funding agency

___Ethics Form 126 (if applicable)

___ Contracts, Leases/Agreements (if applicable)

___ Other (Explain):

Special Timeline Requirements:

Please schedule at the earliest available date.

Departmental representative to receive a copy of the adopted resolution:

Name: Maria McKee Phone: 415 553 1189

Interoffice Mail Address: DAT, 850 Bryant Street, Room 322

Certified copy required Yes X No ☐

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 120933
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Joint Powers Agreement (VCGC 2056)

2. Department: District Attorney

3. Contact Person: Maria McKee Telephone: 415 553 1189

4. Grant Approval Status (check one):

[X] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $714,138

6a. Matching Funds Required: $0
b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: California Victim Compensation and Government Claims Board
b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: To assist victims and witnesses with compensation claims.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: 7/1/2012 End-Date: 6/30/2015

10a. Amount budgeted for contractual services: $0

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A

d. Is this likely to be a one-time or ongoing request for contracting out? N/A

11a. Does the budget include indirect costs? [ ] Yes [X] No

b1. If yes, how much? $0

b2. How was the amount calculated? N/A

c1. If no, why are indirect costs not included?
[ ] Not allowed by granting agency [X] To maximize use of grant funds on direct services
[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? 10% of direct salary costs would be $70,260.80.

12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

[X] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)

[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)

[ ] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Martha Knutzen
(Name)

Manager of Legal Operations
(Title)

Date Reviewed: 7/30/2012

Martha Knutzen
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Sheila Arcelona
(Name)

Finance Division Manager
(Title)

Date Reviewed: 7-27-12

(Signature Required)

BUDGET WORKSHEET

(Rev. 1/12)

EXHIBIT B-1

Name of County San Francisco

Contract Number VCGC2056

FY 2012-2013

PERSONNEL SERVICES

Salaries and Wages

Employee Name	Position/Class	#FTE	X Pay Rate	X Time	Contract Amount
	Asst Chief VW Invest./8135	1	$ 3,526.00	26.1	$ 92,028.60
	VW Investigator II / 8131	1	$ 2,733.00	26.1	$ 71,331.30
	VW Investigator I / 8129	1	$ 2,454.00	26.1	$ 64,049.40
	VW Investigator I / 8129	1	$ 2,454.00	26.1	$ 64,049.40
	VW Investigator I / 8129	1	$ 2,454.00	26.1	$ 64,049.40
	VW Investigator I / 8129	1	$ 2,454.00	26.1	$ 64,049.40
	VW Investigator I / 8129	1	$ 2,352.70	26.1	$ 61,405.47
	s				$ 480,962.97

Fringe Benefits

Position/Class	#FTE	X Salary	X Percentage	Contract Amount
Asst Chief VW Invest./8135	1	$ 92,028.60	43%	$ 39,572.30
VW Investigator II / 8131	1	$ 71,331.30	48%	$ 34,239.02
VW Investigator I / 8129	1	$ 64,049.40	39%	$ 24,979.27
VW Investigator I / 8129	1	$ 64,049.40	40%	$ 25,619.76
VW Investigator I / 8129	1	$ 64,049.40	50%	$ 32,024.70
VW Investigator I / 8129	1	$ 64,049.40	51%	$ 32,665.19
VW Investigator I / 8129	1	$ 61,405.47	53%	$ 32,544.90
				$ 221,645.14

TOTAL PERSONNEL SERVICES $ 702,608.00

CONTINUE ON NEXT PAGE

BUDGET WORKSHEET (Rev. 1/12)

EXHIBIT B-1
Page 2

Name of County San Francisco
Contract Number VCGC2056

FY 2012-2013

OPERATING EXPENSES	Contract Amount
Rent (Square feet=_____)	$ 11,530.00
Utilities	
Insurance	
Equipment rental	
Equipment repair	
Office supplies	
Telephone	
Postage	
Expendable equipment (non-capitalized assets)	
Overhead	
Training	
Data Processing	
Other	
Travel - Meetings, conferences	
Travel - Training	
TOTAL OPERATING EXPENSES	$ 11,530.00
TOTAL AMOUNT OF CONTRACT FOR THIS YEAR	**$ 714,138.00**

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

[X] 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	General Fund (1 FTE Claims Specialist)	$ 96,074.00
Operating Expenses	General Fund (Balance of Rent)	$ 48,964.00
	Total	$ 145,038.00

EXHIBIT A

SCOPE OF WORK

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

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

2. The Contractor shall verify and process applications and bills pursuant to the statues, regulations, policies, and the CalVCP on-line procedure manual. (GC 13950-13974; CCR Title 2, CH. 1, ART 5.5 and 5.6 (648-649))

3. The Contractor shall only use information collected under this contract for the purpose of verifying and processing claims.

4. The data entry, verification, and processing of all applications and bills shall be performed by persons who have completed all required training provided by the VCGCB, and who have been certified as eligible to perform such duties.

5. The Contractor shall conduct data entry, verification, and processing for applications and bills related to crimes that occurred in the following counties: San Francisco.

6. The VCGCB may, at its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.

7. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system, to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES located in the CalVCP on-line procedure manual.

8. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.

9. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.

EXHIBIT A

SCOPE OF WORK

10. The services shall be performed at:

County of	San Francisco
Office	Office of the District Attorney
Address	850 Bryant St. Rm. 322
City, State, Zip	San Francisco, CA 94103

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

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

State Agency: Victim Compensation and Government Claims Board	Contractor: San Francisco District Attorney
Name: Christie Munson, County Liaison and Support Section Manager	Name: Maria Bee, Chief, Victim Services
Phone: (916) 491-3764	Phone: 415-553-1546
Fax: (916) 491-6425	Fax: 415-575-8815

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: San Francisco District Attorney
Section/Unit: Business Services Section	Section/Unit: Victim Claims Unit
Attention: Megan Hawk, Contracts Analyst	Attention: Maria Bee, Chief, Victim Services
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 850 Bryant St., Rm. 322 San Francisco, CA 94103
Phone: (916) 491-6469	Phone: 415-553-1546
Fax: (916) 491-6413	Fax: 415-575-8815

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, 2013 for fiscal year 2012/2013, after June 30, 2014 for fiscal year 2013/2014, and after June 30, 2015 for fiscal year 2014/2015. The final reimbursement to the Contractor for each fiscal year shall be contingent upon the receipt and approval of this closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

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

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

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

3. PROMPT PAYMENT CLAUSE

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

4. COST LIMITATION

The total amount of this agreement shall not exceed $714,138.00 for fiscal year 2012/13, $714,138.00 for fiscal year 2013/14, and $714,138.00 for fiscal year 2014/15. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

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

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

5. REDUCTION OF CONTRACT AMOUNT

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

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 (3) weeks. When the staff person is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the agreement.

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

   e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county Victim Assistance Program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB or the Deputy Executive Officer's Designee. The Contractor will also obtain prior written authorization before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.

   f. In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A – 1a and 1b, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.

   g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties, the name of his or her supervisor; the names of any staff supervised; and any other information as required by the VCGCB. The Contractor shall also provide individual county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the contractor. The Contractor shall update the information any time a change is made.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

2. INCOMPATIBLE ACTIVITIES

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

a. Participate in a criminal investigation or prosecution.

b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.

c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.

d. Provide confidential information to anyone not authorized to receive the information.

e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.

f. Represent himself or herself as a VCGCB employee.

g. Take any action with regard to a victim compensation claim, or restitution matter with the intent to obtain private gain or advantage.

h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or

i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contacts is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

j. The Contractor shall submit to the VCGCB, in accordance with state law, a signed Form 700 (Statement of Economic Interests) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members.

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

3. PERFORMANCE ASSESSMENT

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

a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.

b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB or who does not comply with the contract provisions. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims and the contractor will provide replacement staff. The VCGCB may subsequently agree to allow any such employee to work under this agreement.

c. The VCGCB may set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, time frames for completion of work, amounts of work to be completed within given time frames, and standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the Contractor. If the Contractor fails to achieve the performance and production expectations set by the VCGCB as set forth in the written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the agreement upon an additional 30 days notice.

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

6. MOVING

   a. The VCGCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.

   b. The Contractor shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. Written notification should be addressed to the County Liaison and Support Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.

   c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

   d. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

   a. Written request and approval prior to purchase

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

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

   b. Purchase of Information Technology Equipment

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

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

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

8. OPERATING EXPENSES

a. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, and telephone, etc. Such expenses are generally identified as "direct costs". The Contractor shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.

b. The Contractor shall submit, upon the VCGCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records which substantiate the propriety of such charges.

c. The total amount budgeted for operating expenses, including direct and indirect expenses, shall not exceed 18% per year.

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

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

10. INVENTORY

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

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

11. CONFIDENTIALITY OF RECORDS

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

a. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).

b. The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

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

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

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

d. The Contractor shall submit annually to CLASS the confidentiality statements (Attachment IIb) signed by each staff member, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract.

e. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

f. The Contractor will forward any Public Records Act Requests (PRAs) or Information Practices Act (IPAs) requests received related to provision of services under this contract to the VCGCB Legal Office, The Contractor will not take action on any PRA or IPA request for VCGCB records without obtaining prior permission from the Legal Office.

12. SUBPOENAS

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

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

13. RETENTION OF RECORDS

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

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

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

14. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

15. TERMINATION FOR CONVENIENCE

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

16. REGULATIONS AND GUIDELINES

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

# POLICY MEMO	MEMO NUMBER: 06-00-003
SUBJECT: **VCGCB Information Security Policy**	DATE ISSUED: November 15, 2006
REPLACES: Policy # N/A	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	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. 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. 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. 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.

	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. (Related authorities: Government Code Sec. 11771; SAM 4841.1)
Compliance	All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines. 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. In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties. 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. The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer. (Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)
Risk Management	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. 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. (Related California Code: Government Code Sec. 11773)

Attachment I

Life Cycle Planning	The VCGCB 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. (Related California Code: Civil Code Secs. 1798-1798.78)
Awareness and Training	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. (Related California Code: Civil Code Secs. 1798-1798.78)
Physical Security	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. (Related California Code: Government Code Sec. 11771)
Contingency and Disaster Preparedness	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. Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed. (Related California Code: Government Code Secs. 11773, 14740-14769)
Incident Handling	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. 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. (Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771; Penal Code Secs. 502)
Identification and	All users are individually identified to the information system(s) they use.

Attachment I

Authentication	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. The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system. (Related California Code: Government Code Secs. 11771, 20230)
Access Control	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. 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. (Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 6250-6270, 11771)
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 VCGCB 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 VCGCB information system. (Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771)
Data Ownership	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. (Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 14740-14769, 20230)
Information Classification	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

Attachment I

	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. (Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 11772, 20230)
Information System Security Practices	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. (Related California Code: Government Code Sec. 11771)
Where to file this memo	File this Memo in the Administrative Policy Manual
Who to contact for questions	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
Distribution List	All VCGCB Staff

CALIFORNIA VCGCB
Victim Compensation & Government Claims Board

STATE OF CALIFORNIA
ARNOLD SCHWARZENEGGER, Governor

FRED AGUIAR
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

VCGCB 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	Date: 5/24/12
Eugene Clendinen	San Francisco District Attorney
Name (Print)	Affiliation (County/Vendor)

CALIFORNIA VICTIM COMPENSATION & GOVERNMENT CLAIMS BOARD

CalVCP CONFIDENTIALITY STATEMENT

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

- 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, (b) 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, (b) 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, (b) 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

5/24/12
Date

Eugene Clendinen
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. The State's travel policy is included in the contract by reference to Internet site www.dpa.ca.gov/personnel-policies/travel/main.htm.

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:	

State of California
Victim Compensation and Government Claims Board
BOC-ADM-10-13 (Rev. 9/02)

Attachment IV

TRAINING REQUEST

Name of County	Contract Number	Fiscal Year

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 CLASS Analyst.

State of California
Equipment Purchase Authorization Request
VCGCB-ADM-6070

Victim Compensation & Government Claims Board
Business Services Section

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 county 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: _____

State of California
Equipment Purchase Authorization Request
VCGCB-ADM-6070

Victim Compensation & Government Claims Board
Business Services Section

BSS/ISS Comments:

☐ Approved as submitted ☐ Denied

☐ Approved with changes (noted above)

Signed: _____ Date: _____

Restitution Recovery Staff or CLASS Analyst Staff Comments:

☐ Approved --Upon Approval -Forward copy to FBOS: ATTN. Lupe Rivera

☐ 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

CALIFORNIA VCGCB Victim Compensation & Government Claims Board	**POLICY MEMO**
SUBJECT: Imaged Document Confidential Destruct Policy – Document Receiving Section (DRS)	
DATE ISSUED: December 17, 2008	**EFFECTIVE DATE: Immediately**
SUPERCEDES: N/A	**EXPIRES: Indefinite**
MEMO NUMBER: 09-001	**ISSUED BY: Executive Office**

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 utilize. 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 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 DRS 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: Phone No:	Victim's name and address: Phone No:	Filed by name and address 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: ( )No ( )Yes	High Profile: ( )No ( )Yes	Sensitive: ( )No ( )Yes
Please enter a brief description for any Yes box checked above:		
Outcome of phone call to overpaid party:		
RECOMMENDATION: ( ) Collect ( ) Offset ( ) Waive		

Prepared by:	Date:	Supervisor:	Date:
QA Manager Review:	Date:	CDEO Review:	Date
Regional Manager Review:	Date:	DEO-VCD	Date

VCGCB County Inventory Form

In accordance with Exhibit D.10 of the Victim Compensation and Government Claims Board (VCGCB) contract with the County, the VCGCB Inventory Form must be completed and returned to the VCGCB no later than June 30th of each year.

Please complete all requested information. The only assets to be inventoried on this form are those purchased by the VCGCB or with funds from the VCGCB. For a list of assets that must be inventoried, please see details at the bottom of this form. For any questions on this form, please contact your VCGCB County Analyst.

Return the completed form to VCGCB at: BSSSupport@vcgcb.ca.gov.

County Name	VCGCB Contract Number	Date	Address	Contact Information
				Name: Phone Number: Email Address:

Asset Inventory

*Asset Type	Location	Serial / Model Number	Manufacturer	Asset Tag #	Comments
Eugene Clendinen	San Francisco Distric	Eugene Clendinen			

***The following assets must be inventoried: IT Assets (computer, monitor, fax machine, desktop or network printer, scanner, laptop) Non-IT Assets (copier, shredder, recorder, TV, any type of furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.)**

For additional assets, please include on a separate document using the same format as this form.

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

AGREEMENT NUMBER
VCGC2056
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
CONTRACTOR'S NAME
COUNTY OF SAN FRANCISCO

2. The term of this Agreement is: JULY 1, 2012 through JUNE 30, 2015

3. The maximum amount **$ 2,142,414.00**
of this Agreement is: Two million, one hundred forty-two thousand, four hundred fourteen dollars and zero cents

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

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

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF SAN FRANCISCO

BY *(Authorized Signature)*
✍

DATE SIGNED *(Do not type)*
5/24/12

PRINTED NAME AND TITLE OF PERSON SIGNING
Eugene Clendinen, Chief Administrative and Financial Officer

ADDRESS
San Francisco District Attorney
850 Bryant Street, Rm. 322, San Francisco, CA 94103

STATE OF CALIFORNIA

AGENCY NAME
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

BY *(Authorized Signature)*
✍

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
JULIE NAUMAN, EXECUTIVE OFFICER

ADDRESS
400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811

California Department of General Services Use Only

☐ Exempt per:

Re: Transfer resolutions from Public Safety to Budget and Finance
Judson True to: Jeremy Pollock, Victor Young 10/10/2012 06:17 PM
Cc: Amy Chan, Catherine Rauschuber

From: Judson True/BOS/SFGOV
To: Jeremy Pollock/BOS/SFGOV@SFGOV, Victor Young/BOS/SFGOV@SFGOV,
Cc: Amy Chan/BOS/SFGOV@SFGOV, Catherine Rauschuber/BOS/SFGOV@SFGOV

Victor -

Please transfer the items below as requested.

Thank you.

Judson True
Office of Supervisor David Chiu
City Hall, Room 264
San Francisco, CA 94102
415.554.7451 desk
415.554.7454 fax

Jeremy Pollock	Hi Cat, Here are the three items John would like...	10/10/2012 04:52:02 PM

From: Jeremy Pollock/BOS/SFGOV
To: Catherine Rauschuber/BOS/SFGOV@SFGOV
Cc: Judson True/BOS/SFGOV@SFGOV, Amy Chan/BOS/SFGOV@SFGOV
Date: 10/10/2012 04:52 PM
Subject: Transfer resolutions from Public Safety to Budget and Finance

Hi Cat,

Here are the three items John would like to transfer from Public Safety to Budget and Finance:

120932 [Accept and Expend Grant - Foreclosure Crisis Relief Fund - $399,442]
120933 [Accept and Expend Grant - Compensation for Crime Victims - Up to $714,138]
120944 [Accept and Expend Grant - Criminal Restitution Compact - Up to $85,658]

Let me know if you need any more information.

Thanks,
Jeremy

Jeremy Pollock
Legislative Aide
Supervisor John Avalos
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102
(415) 554-6975 telephone
(415) 554-7910 direct
(415) 554-6979 fax
jeremy.pollock@sfgov.org