File No. 120944

Committee Item No. 5
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
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☒	☐	Department/Agency Cover Letter and/or Report
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☒	☐	Grant Information Form
☒	☐	Grant Budget
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☐	☐	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. 120944 RESOLUTION NO.

[Accept and Expend Grant - Criminal Restitution Compact - Not to Exceed $85,658]

Resolution authorizing the Office of the District Attorney to retroactively accept and expend up to $85,658 allocated from the California Victim Compensation and Government Claims Board for a project entitled "Criminal Restitution Compact" for the period of July 1, 2012, through June 30, 2013.

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 ensuring that restitution fines and orders are properly administered; 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

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 Criminal Restitution Compact; 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
Christine DeBerry 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 26, 2012**

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

GRANT TITLE: Criminal Restitution Compact (VCGC 2078) - $85,658

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)

_X__ Other (Explain): Even though this grant is less than $100,000 and therefore does not need Board approval per the new "accept and expend" procedures, the funding agency requires a resolution of the Board in order to finalize the grant award.

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: 120944
(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: Criminal Restitution Compact (VCGC 2078)

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: $85,658

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: 6/30/2013

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 $8,565.80.

12. Any other significant grant requirements or comments: The funding agency requires a resolution of the Board in order to finalize the grant award.

****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 L 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

FY 2012/13
(Standard Agreement)

Exhibit B-1
County of San Francisco
Agreement Number VCGC 2078

County and Agency:	COUNTY OF SAN FRANCISCO DISTRICT ATTORNEY		
Personnel Expenses	**2012-2013 BUDGET**	**Salary / Hourly Rate Range**	**Timebase**
SALARIES AND WAGES			
	$64,049.00	$2,454.00 biweekly	1.0 FTE
		PERCENTAGE OF SALARY / DESCRIPTION	
	$21,609.00	34% of direct salary	
Name:			
TOTAL PERSONNEL EXPENSES	**$85,658.00**		
Operating and Overhead Expenses		DESCRIPTION OF EXPENSES	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)			
TOTAL OPERATING EXPENSES			
TOTAL BUDGET	**$85,658.00**		

* A request for Office Supplies in excess of $500 per PY requires a justification for the entire amount of expenditures.

Although equipment is included in the budget, ALL equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board prior to purchase. All requests must be submitted on the ***Equipment Authorization/Justification* form. **Note**: The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

*, **, and *** In detail, please specify what expenses are included for each of these line items.

Chris Lackey SSM II 3-23-12
VCGCB

SM 3/23/12

EXHIBIT A

SCOPE OF WORK

The Victim Compensation and Government Claims Board (hereinafter, "VCGCB") and the District Attorney agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The VCGCB and the District Attorney agrees that:

a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure the imposition of the following:

   i. Restitution orders in all appropriate cases involving a victim or derivative victim who has filed a claim with the California Victim Compensation Program (CalVCP) and where monies have been paid or are expected to be paid on behalf of the direct victim or any other qualifying applicant;
   ii. Restitution fines on all convicted offenders;
   iii. Parole revocation restitution fines in all cases in which the offender receives parole;
   iv. Diversion restitution fees for all diverted offenders; and
   v. Probation revocation restitution fines in all cases in which the offender's sentence includes a period of probation.

b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.

c. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.

d. The District Attorney (or his/her designee) and the VCGCB's Executive Officer (or his/her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.

e. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the CalVCP as they proceed through the criminal or juvenile justice system. The Specialist must contact the VCGCB's Restitution Analyst immediately with specific information to prevent any potential overpayments as a result of an incorrect award, if it is discovered that the victim or derivative victim is no longer eligible as defined under Government Code Section 13956:

   - Participation in the crime;
   - Involvement in the crime;
   - Lack of cooperation with law enforcement or the CalVCP;
   - Felon.

f. When the Specialist receives notice that a victim or derivative victim has filed for CalVCP assistance prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the VCP, if any, and any other information necessary from the VCGCB's application processing system, and provide this information to the District Attorney's Office for the purpose of obtaining a board or victim restitution order (see Exhibit A - 1a).

EXHIBIT A

SCOPE OF WORK

g. The District Attorney shall submit the CalVCP payment information (initial and subsequent), as described under Exhibit A.1a, to the court and request that the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a restitution order for an amount equal to that which the CalVCP has paid on the associated claim(s); a restitution order for an amount "to be determined" (if the CalVCP has not made a payment on the associated claim(s)); and/or a diversion restitution fee.

h. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide the CalVCP payment information and request that the probation department include the information in its PSI.

i. The Specialist shall enter into the VCGCB's computer systems (CDTS (Criminal Deposition Tracking System)/CaRES(Compensation and Restitution System)) the final disposition status of juvenile and adult criminal cases associated with applications filed with the CalVCP within thirty (30) calendar days of the judge imposing the restitution order and fine.

j. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (per the CR-110s and/or Minute Orders) is forwarded to the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSS) or the local collection entity. The Specialist shall provide a quarterly report to the VCGCB's Restitution Section on the status of imposition of restitution orders and fines associated with CalVCP applications.

k. The Specialist shall monitor, in the VCGCB's computer systems (CDTS and CaRES), CalVCP applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders via their Criminal Disposition (CD) cases in the Post-Disposition Follow-Up (PDFU). The Specialist shall provide a copy of the notification to the VCGCB. The VCGCB shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The VCGCB's Custodian of Records shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested.

l. The Specialist shall respond to the VCGCB Probate Analyst on probate-related matters within five (5) business days of a request for information.

m. The Specialist will cooperate with CDCR in the modification of board and victim orders.

n. The Specialist shall notify the VCGCB's Restitution Analyst, upon discovery, that the victim has filed a civil suit, vehicle insurance claim, Workers' Compensation or has received another type of reimbursement that could be used to offset any losses that the victim or derivative victim may have as a direct result of the crime.

o. The Specialist shall respond to the VCGCB's Custodian of Records on restitution-related matters within five (5) business days of the request.

p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the

EXHIBIT A

SCOPE OF WORK

collections of, restitution orders and fines. This may include placing liens on any property owned by the offender and/or wage garnishments.

q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.

r. The Specialist must dedicate 100% of his or her time performing the work (described in Exhibit A.1a –A.1r) that is directly related to the imposition and collection of restitution orders. The Specialist shall document his or her activities by using regular time and attendance records in a format approved by the VCGCB. These records shall be forwarded to the VCGCB on a monthly basis in an electronic format prescribed by the VCGCB by no later than the 15th of the following month. This documentation is necessary for the VCGCB to be reimbursed for restitution activities from the administrative cost portion of the VCGCB's VOCA grant. Failure to keep and maintain the records required by this section may result in the District Attorney's Office not being compensated under this contract for these activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: San Francisco District Attorney
Name: Chris Lackey Revenue Recovery Manager Administration and Finance Division	Name: Maria Bee, Chief, Victim Services
Phone: (916) 491-3636	Phone: 415-553-1546
Fax: (916) 491-6448	Fax: 415-575-8815
Email: Chris.Lackey@vcgcb.ca.gov	Email: Maria.Bee@sfgov.org

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: San Francisco District Attorney
Section/Unit: Business Services Section	Section/Unit: Victim Witness Unit
Attention: Megan Hawk Contracts Analyst	Attention: Maria Bee, Chief, Victim Services
Address: 400 "R" Street, Suite 426 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
Email: Megan.Hawk@vcgcb.ca.gov	Email: Maria.Bee@sfgov.org

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

   a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.

   b. Invoices shall include the contract number, employee name, position/classification, and time base. Invoices and timesheets/attendance records shall be submitted no later than the 15th of the month to:

      Victim Compensation and Government Claims Board
      Attn: Administration and Finance Division/Accounting Section
      400 "R" Street, Suite 500
      Sacramento, CA 95811

   c. All contract line item allocations and expenditures are subject to the review and approval from the VCGCB.

   d. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

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

   b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the VCGCB shall have the option to either cancel this contract with no liability occurring to the VCGCB, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.

   c. The District Attorney's Office 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 contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Criminal Justice Programs Division, Office of Emergency Services.

   d. The VCGCB reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the VCGCB. Notification will be provided to the county before any action is taken.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

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 Code commencing with Section 927.

4. COST LIMITATION

The total amount of this contract shall not exceed $85,658.00 for fiscal year 2012-13. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

5. REDUCTION OF CONTRACT AMOUNT

The VCGCB reserves the right to reduce the amount of the contract if the VCGCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the VCGCB will provide a written explanation to the District Attorney within thirty (30) days of said decision.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

a. The District Attorney shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney 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 District Attorney shall obtain written authorization prior to filling vacant or new positions, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract . Approval for filling the vacant or new positions will be based upon the VCGCB's review of the District Attorney's workload and upon the availability of funds.

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

d. The District Attorney 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 two weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the contract.

e. The District Attorney shall ensure that staff persons, assigned to functions under this contract, do not participate in criminal investigations or prosecution.

f. For each staff member performing services under this contract, the District Attorney shall provide the name, business address, telephone number, e-mail address, job title and description of duties; the name of his/her supervisor; the names of staff supervised; and any other information as required by VCGCB.

g. The Specialist may work overtime but it must be noted on the monthly timesheet with an explanation as to why the overtime was necessary. The VCGCB reserves the option of not reimbursing overtime that exceeds the dollar amount for the fiscal year.

2. PERFORMANCE ASSESSMENT

a. The VCGCB shall assess and evaluate the CRC's performance based on data from the VCGCB CDTS database.

b. The VCGCB shall monitor performance under the contract and on a monthly basis report performance to the CRC management.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

c. The VCGCB reserves the right to revoke the access code of any CRC staff whose performance is consistently poor based on the performance criteria used by the VCGCB. Any CRC staff whose access code has been revoked shall no longer be authorized to access CDTS or CaRES. The VCGCB may subsequently agree to allow any such employee to work under this contract.

d. The VCGCB may set performance and production expectations or goals for the CRC related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the CRC management. If the CRC fails to achieve the performance and production expectations set by the VCGCB within ninety (90) days of receipt of written notice, the VCGCB may reduce the amount of the contract or terminate the contract upon an additional thirty (30) days' notice.

3. PROGRAM EVALUATION AND MONITORING

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

4. JOB-RELATED TRAVEL

a. Where the VCGCB anticipates meetings in Sacramento, only the primary contract representative (not supervisors) is approved for reimbursement travel expenses. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with Attachment IV.

b. Prior written authorization must be obtained from the VCGCB to attend restitution and/or collection related training, conferences or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the VCGCB reserves the option of not reimbursing the expenses.

5. MOVING

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

b. The District Attorney's Office shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be addressed to the attention of the Restitution Manager, Administrative and Financial Services Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: Chris.Lackey@vcgcb.ca.gov.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

c. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the District Attorney's Office for lost production time.

6. REGULATIONS AND GUIDELINES

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

7. UTILIZATION OF COMPUTER SYSTEM

The District Attorney shall ensure that all District Attorney staff performing duties described in this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES (Compensation and Restitution System) and CDTS (Criminal Disposition Tracking System), regardless of whether or not the services of such staff persons are paid for by VCGCB.

8. EQUIPMENT:

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from the VCGCB in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The VCGCB reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney shall submit the request for equipment purchases on the Equipment Purchase Justification/Authorization Request Form (Attachment IV) to the attention of the Restitution Analyst, Administration and Financial Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348.

b. Purchase of Information Technology Equipment

Costs for providing information technology equipment (as defined in State Administrative Manual Section 4819.2) including 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 District Attorney purchases equipment, then the District Attorney is responsible for its own configuration, installation, and support of those purchases, which may involve the purchase of a maintenance service contract with the vendor. The District Attorney is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. The VCGCB is not a party to such contract.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

9. OPERATING EXPENSES:

a. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses classified as "direct cost" are not included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. The VCGCB reserves the right to deny any expenses that are deemed ineligible by the state.

b. The District Attorney's Office shall submit, at the request of the VCGCB, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten percent of salary and fringe benefit(s) totals.

c. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice.

d. The VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLA's) issued by the County. COLA requests will be considered in terms of the current budget climate for both the VCGCB and the state.

e. The District Attorney's Office shall obtain written approval prior for purchases. Requests should be directed to the attention of the Restitution Manager.

10. TERM OF CONTRACT:

The period of performance for the contract will be July 1, 2012 through June 30, 2013.

11. INVENTORY:

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment V). The completed form shall be submitted to the Victim Compensation and Government Claims Board, Business Services Section, P. O. Box 48, Sacramento, CA 95812-0048.

In the event of termination of this contract, the VCGCB shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of the VCGCB.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

12. CONFIDENTIALITY OF RECORDS:

All financial, statistical, personal, technical and other data and information relating to the state's operations, which are designated confidential by the state and made available to the District Attorney's Office in order to carry out this contract, or which become available to the District Attorney in carrying out this contract, shall be protected by the District Attorney's Office from unauthorized use and disclosure through observance of the same or more effective procedural requirements as applicable to the state. This includes the protection of any extractions of the 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, 06-00-003, Attachment I).

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 District Attorney shall not disclose any document pursuant to any such request unless authorized to do so by the VCGCB's 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.

The District Attorney shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The CRC Specialist, Specialist Supervisor or any other person under contract (or not under contract if they perform duties associated with access and records contained in CaRES or CDTS) with the VCGCB shall complete and submit a signed Confidentiality Statement (Attachment II) no later than July 1, 2012 to:

Victim Compensation and Government Claims Board
Business Services Section
400 "R" Street, Suite 400
Sacramento, CA 95811

The District Attorney shall ensure that each staff member whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall complete and submit a signed CalVCP Confidentiality Statement (Attachment IIb) to the VCGCB CRC Restitution Analyst.

Victim Compensation and Government Claims Board
Revenue Recovery Section
Attn: CRC Restitution Analyst
P. O. Box 1348
Sacramento, CA 95812-1348

The District Attorney shall be responsible for any unauthorized disclosure by District Attorney staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by VCGCB, and shall indemnify, defend and save harmless the State, its officers, agents and

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

13. SUBPOENAS

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

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

14. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's staff assigned to perform services for the VCGCB must not:

a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.

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

c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.

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

e. Represent himself or herself as a VCGCB employee.

f. Take any action with regard to a CalVCP claim, or restitution matter with the intent to obtain private gain or advantage.

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

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

It shall be the District Attorney'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 at (916) 491-3605.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

15. RETENTION OF RECORDS

The District Attorney's Office will retain case files for at least two (2) years after the claim's last activity date (hearing date). These case files will be considered inactive and will be forwarded to the VCGCB's Main File Room (MFR). The MFR will purge these case files and forward to the State Record Center (SRC) for an additional five (5) years. After seven (7) continuous years of inactivity, the MFR will have the case files destroyed. Written requests should be submitted to bsssupport@vcgcb.ca.gov.

The District Attorney's Office shall not destroy any files without written authorization from the VCGCB.

16. SUBCONTRACTING

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the 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.

17. TERMINATION FOR CONVENIENCE

The VCGCB or the District Attorney reserves the right to terminate this contract upon thirty (30) days written notice to the other party. In such an event, the District Attorney's Office shall be compensated for actual costs incurred in accordance with the terms of this contract up to the date of termination. Invoicing of the above mentioned costs must be submitted to the VCGCB within thirty (30) calendar days of the date of termination.

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

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)

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.

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

Attachment II

STATE OF CALIFORNIA
EDMUND G. BROWN, Governor

ANNA CABALLERO
Secretary
State and Consumer Services Agency
Chairperson

JOHN CHIANG
State Controller
Board Member

MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member

JULIE NAUMAN
Executive Officer

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

5/24/12
Date

Eugene Clendinen
Name (Print)

San Francisco District Attorney
Affiliation (County/Vendor)

CALIFORNIA VCGCB 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 (B) 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, ___ acknowledge that as a state employee or individual performing work pursuant to
INITIAL 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, ___ acknowledge that the unauthorized access, inspection, use, or disclosure of
INITIAL 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, ___ expressly consent to the monitoring of my access to computer-based confidential
INITIAL information by the VCGCB or an individual designated by the VCGCB.

CERTIFICATION

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

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

Signature

Date 5/24/12

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.

Attachment III

INVOICE WORKSHEET

County and Agency:		Contract Number:			
Personnel Services	Billing Month/Year	Salary/Hourly Rate Range	Salary/Hourly Rate	Timebase	% billed
SALARIES AND WAGES	Billed Amount				
Name:					
Name:					
Name:					
Name:					
Name:					
FRINGE BENEFITS	Billed Amount	PERCENTAGE OF SALARY / DESCRIPTION			
Name:					
Name:					
Name:					
Name:					
Name:					
PERSONNEL SERVICES TOTAL					

Operating and Overhead Expenses	Billed Amount	DESCRIPTION OF EXPENSES
I. FACILITY OPERATIONS		
Rent		
Utilities		
II. OPERATING EXPENSES		
Postage		
Data Processing *(SPECIFY)*		
Office Supplies		
Telephone		
III. TRAINING (specify date, location, purpose)		
IV. TRAVEL (specify date, location, purpose)		REIMBURSED AT CURRENT DPA RATES
Mileage *(SHOW CALCULATION)*		
V. INDIRECT COSTS (≤ 10% salary/fringe)		
VI. EQUIPMENT		
OPERATING & OVERHEAD EXPENSES TOTA		
TOTAL EXPENDITURES		

I certify that this is a true billing of expenditures.

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

Attachment IV

Victim Compensation & Government Claims Board
Business Services Section

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

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST FORM

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

Attach additional sheets or documents as needed.

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

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

Software: (e.g., 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, e.g., 3 bids for comparison; description of item, e.g., lateral file - width, height and number of drawers)

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

COUNTY CONTACT

Name/Title: Phone No:

E-Mail Address: _____

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

Victim Compensation & Government Claims Board
Business Services Section

BOS/ISS Comments:

☐ Approved as submitted ☐ Denied

☐ Approved with changes (noted above)

Signed: _____ Date: _____

Restitution Recovery Staff or Joint Powers Analyst Staff Comments:

☐ Approved --Upon approval,forward copy to BSS

☐ Denied

Signed: _____ Date: _____

BOS- Issuing of Asset Tag Stickers

☐ Asset Tags Sent DATE: _____

☐ Schedule of Equipment ☐ Sent Date: _____

☐ Received Date: _____

Signed: _____

Revised: 11/03/03

Attachment V

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

***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
VCGC2078
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, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: JULY 1, 2012 through JUNE 30, 2013

3. The maximum amount of this Agreement is: **$85,658.00**
Eighty-five thousand, six hundred fifty-eight 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B-1 – Budget Page	1 Page
Exhibit C* – General Terms and Conditions (GTC 610)	1 Page
Exhibit D – Special Terms and Conditions	7 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 – Invoicing Instructions and Invoice Worksheet	3 Pages
Attachment IV – Equipment Purchase Justification/Authorization Request Form	2 Pages
Attachment V – 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, DISTRICT ATTORNEY'S OFFICE

BY *(Authorized Signature)*

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

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

ADDRESS
850 Bryant St., 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