

File No. 130422

Committee Item No. 1

Board Item No. 23

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Sub-Committee

Date: 05/22/2013

Board of Supervisors Meeting

Date: 6/4/2013

#### Cmte Board

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

OTHER (Use back side if additional space is needed)

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<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young Date May 17, 2013

Completed by: Victor Young Date 5-30-13

1 [Contract for, Accept, and Expend Grant - Criminal Restitution Compact - Up to \$256,974]

2  
3 **Resolution authorizing the Office of the District Attorney to contract for, accept and**  
4 **expend up to \$256,974 allocated from the California Victim Compensation and**  
5 **Government Claims Board for a project entitled the Criminal Restitution Compact for**  
6 **the period of July 1, 2013, through June 30, 2016.**

7 WHEREAS, The City and County of San Francisco desires to enter into an agreement  
8 with the California Victim Compensation and Government Claims Board in accordance with  
9 Government Section 13835 for the purpose of ensuring that restitution fines and orders are  
10 properly administered; and

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

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

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

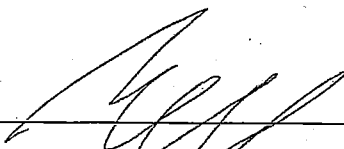
19 WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance  
20 (ASO); now, therefore, be it

21 **RESOLVED**, That the District Attorney of the City and County of San Francisco, or his  
22 designee, is authorized on behalf of the City and County of San Francisco to contract for,  
23 accept and expend funds from the California Victim Compensation and Government Claims  
24 Board to continue the Criminal Restitution Compact; including any extensions, augmentations  
25 or amendments thereof; and, be it

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

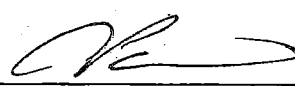
3  
4  
5 RECOMMENDED:

6 Office of the District Attorney

7  
8   
9 George Gascón


10  
11  
12 APPROVED:

13 Office of the Controller

14  
15 By:   
16 Ben Rosenfield

17 APPROVED:

18 Office of the Mayor

19  
20 By:   
21 Edwin M. Lee

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Maria McKee, Office of the District Attorney  
**DATE:** April 18, 2013  
**SUBJECT:** Accept and Expend Resolution for Subject Grant

**GRANT TITLE:** Criminal Restitution Compact (VCGC 3078) - \$256,974

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

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant budget
- Grant application
- 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. The California Victim Compensation and Government Claims Board deadline for submission of the final contract package, including the resolution, is May 3, 2013.

**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  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:** \_\_\_\_\_  
(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 3078)
2. Department: District Attorney.
3. Contact Person: Maria McKee Telephone: 415 553 1189
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$256,974
- 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: 7/1/2013 End-Date: 6/30/2016
- 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  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  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 \$25,697.

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):

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s)      | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s)       | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s)      |
| <input type="checkbox"/> New Site(s)                 | <input type="checkbox"/> New Structure(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: 4/18/2013

  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

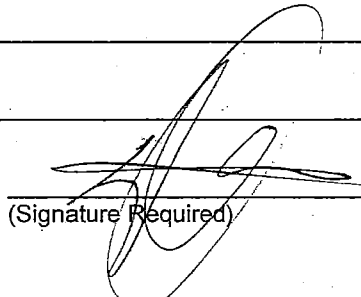
Eugene Clendinen

(Name)

Chief Administrative & Financial Officer

(Title)

Date Reviewed: 4/18/13

  
(Signature Required)

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

AGREEMENT NUMBER

**VCGC3078**

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, 2013** through **JUNE 30, 2016**

3. The maximum amount of this Agreement is: **\$256,974.00**  
 Two hundred fifty-six thousand, nine hundred seventy-four dollars and no 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 (Memo 06-00-003)	5 Pages
Attachment II – VCGCB Confidentiality Statement	2 Pages
Attachment III – VCGCB Fraud Policy (Policy 13-001)	3 Pages
Attachment IV – Investigation Referral Form	2 Pages
Attachment V – VCGCB Acknowledgement of Policies	1 Page
Attachment VI – Invoicing Instructions and Invoice Worksheet	3 Pages
Attachment VII – Equipment Purchase Justification/Authorization Request Form	2 Pages
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](http://www.ols.dgs.ca.gov/Standard+Language).*

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

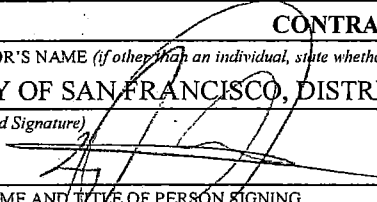

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>COUNTY OF SAN FRANCISCO, DISTRICT ATTORNEY'S OFFICE</b>		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	4/18/13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Eugene Clendinen, Chief Administrative & Financial Officer		
ADDRESS		
850 Bryant Street, Room 322 San Francisco, CA 94103		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
JULIE NAUMAN, EXECUTIVE OFFICER		
ADDRESS		
400 R STREET, SUITE 500 SACRAMENTO, CA 95811		
		<input type="checkbox"/> Exempt per:

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 a Chief Assistant or Deputy District Attorney and agreed to by the Board.
- 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 of an initial or subsequent application, 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 CalVCP, if any, and any other information necessary from the VCGCB's application processing system, and provide this information to the District



**EXHIBIT A**

**SCOPE OF WORK**

Attorney's Office for the purpose of obtaining a board or victim restitution order (see Exhibit A - 1a).

- 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); and/or a restitution order for an amount "to be determined" (if the CalVCP has not made a payment on the associated claim{s}).
- 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-OVSRs), the VCGCB, 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 cases in the Post-Disposition Follow-Up Queue (PDFUQ). The Specialist shall provide a copy of the CR-110 and/or the Minute Order 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 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.

EXHIBIT A

SCOPE OF WORK

- 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 collections of, restitution orders and fines.
- q. The Specialist shall serve as a county resource on restitution issues, statutes, and case law.
- r. The Specialist and their supervisor shall review and acknowledge the VCGCB policies pertaining to confidentiality, information security and fraud (as referenced in Exhibit D and Attachments) in accordance with the duties they perform under this contract.
- s. The Specialist must dedicate 100% of his or her time performing the work described in Exhibit A.1a through A.1r. 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 15<sup>th</sup> of the following month. 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: Jennifer Green Revenue Recovery Manager Administration and Finance Division	Name: Maria Bee, Chief, Victim Services
Phone: (916) 491-3673	Phone: 415-553-1546
Fax: (916) 491-6448	Fax: 415-575-8815
Email: <a href="mailto:Jennifer.Green@vcgcb.ca.gov">Jennifer.Green@vcgcb.ca.gov</a>	Email: <a href="mailto:maria.bee@sfgov.org">maria.bee@sfgov.org</a>

For additional information, direct your inquiries to:

VCGCB CRC Liaison:	Name: Jennifer Green, Revenue Recovery Manager
	Email: <a href="mailto:Jennifer.Green@vcgcb.ca.gov">Jennifer.Green@vcgcb.ca.gov</a>
	Phone: (916) 491-3673
VCGCB Contract Section:	Name: Megan Vinson, Contract Analyst
	Email: <a href="mailto:Megan.Vinson@vcgcb.ca.gov">Megan.Vinson@vcgcb.ca.gov</a>
	Phone: (916) 491-6469
VCGCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: <a href="mailto:Lynnette.Freitag@vcgcb.ca.gov">Lynnette.Freitag@vcgcb.ca.gov</a>
	Phone: (916) 491-3709

**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 15<sup>th</sup> of the month to:

Victim Compensation and Government Claims Board  
Attn: Administration and Finance Division/Accounting Section  
P. O. Box 1348  
Sacramento, CA 95812-1348

- c. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30<sup>th</sup> 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 Public Safety and Victim Services 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 agreement shall not exceed \$85,658.00 for fiscal year 2013/14, \$85,658.00 for fiscal year 2014/15, and \$85,658.00 for fiscal year 2015/16. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. Funding may only be expended in the fiscal year in which it was encumbered. The funding of this contract may only 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.

**BUDGET WORKSHEET**  
**FY 2013 - 2016**  
**(Standard Agreement)**

Exhibit B-1  
 County of  
 Agreement Number VCGCXXXX

County and Agency: SAN FRANCISCO COUNTY DISTRICT ATTORNEY					
Personnel Expenses	2013-2014 BUDGET	2014-2015 BUDGET	2015-2016 BUDGET	Salary / Hourly Rate Range	Timebase (Paid by VCGCB)
<b>SALARIES AND WAGES</b>					
Name: P. Cuellar	\$ 62,819.00	\$ 62,819.00	\$ 62,819.00	\$2,627 to \$2,787 biweekly	90% of 1 FTE, 88% of 1 FTE,
Name:					86% of 1 FTE
Name:					
Name:					
<b>FRINGE BENEFITS</b>					
Name: P. Cuellar	\$ 22,839.00	\$ 22,839.00	\$ 22,839.00	PERCENTAGE OF SALARY / DESCRIPTION	
Name:				36.35% of Direct Salary Costs	
Name:					
Name:					
<b>TOTAL PERSONNEL EXPENSES</b>	<b>\$ 85,658.00</b>	<b>\$ 85,658.00</b>	<b>\$ 85,658.00</b>		
<b>Operating and Overhead Expenses</b>					
Rent					
Utilities					
Postage					
Data Processing (SPECIFY)					
* Office Supplies					
Telephone					
Training					
Travel (Reimbursed @ current DPA rates)					
** Equipment					
Mileage					
Indirect Costs (≤ 10% salary/fringe)					Indirect costs calculated at 10% of direct personnel costs
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>TOTAL BUDGET</b>	<b>\$ 85,658.00</b>	<b>\$ 85,658.00</b>	<b>\$ 85,658.00</b>		

\* 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.

*Cheryl Jackson 2-11-13*

**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](http://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 CDTs module of CaRES.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- b. The VCGCB shall monitor performance under the contract and on a monthly basis report performance to the CRC management.
- c. The VCGCB reserves the right to revoke the log in credentials of any CRC staff whose performance is consistently poor based on the performance criteria used by the VCGCB. Any CRC staff whose log in credentials 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 supervisor/manager. 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 CRC Specialist(s) (not supervisors) may be approved for reimbursement of 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 VI.
- 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 Revenue Recovery Manager, Administration and Finance Division, Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: [Jennifer.Green@vcgcb.ca.gov](mailto:Jennifer.Green@vcgcb.ca.gov).



EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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.

- 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 and CDTs, 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 VII) to the attention of the VCGCB Restitution Analyst, Administration and Finance Division, 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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

identification number. The District Attorney 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 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 Revenue Recovery Manager.

10. TERM OF CONTRACT:

The period of performance for the contract will be July 1, 2013 through June 30, 2016.

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 30<sup>th</sup> of each year for the term of this contract, using the County Inventory Form (Attachment VIII). 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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.

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, staff whose salary or a portion thereof is paid through this contract or who supervises staff members performing services under this contract shall be provided a copy of and shall be compliant with the VCGCB CalVCP Confidentiality Statement (Attachment II). Staff are required to fill out and submit a signed copy of the VCGCB Acknowledgement of Policies (Attachment V) to:

Victim Compensation and Government Claims Board  
Business Services Section  
P. O. Box 48  
Sacramento, CA 95812-0048

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 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

13. COMPLIANCE WITH FRAUD POLICY

The District Attorney shall ensure that all staff reviews and complies with the requirements of the VCGCB Fraud Policy (Attachment III). Staff are required to fill out and submit a signed copy of the VCGCB Acknowledgement of Policies (Attachment V) to:

Victim Compensation and Government Claims Board  
Business Services Section  
P. O. Box 48  
Sacramento, CA 95812-0048

In the event that fraud is suspected, the Investigation Referral Form (Attachment IV) shall be completed and immediately submitted to:

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

14. 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 Victim Compensation and Government Claims Board, Attn: Legal Office at 400 R Street, 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.

15. 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.

EXHIBIT D

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- 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.

16. 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 [bss.support@vcgcb.ca.gov](mailto:bss.support@vcgcb.ca.gov).

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

17. 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.

18. 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 & Government Claims Board

<b>POLICY MEMO</b>		MEMO NUMBER: 06-00-003
SUBJECT: VCGCB Information Security Policy		DATE ISSUED: November 15, 2006
REPLACES: Policy # NA		EFFECTIVE DATE: December 1, 2006
REFERENCE: State and Consumer Services Agency, Information Security Program		ISSUING DIVISION: EXEC / ISO
<b>Purpose</b>	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.	
<b>Information Security Program</b>	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)	
<b>Responsibility</b>	<p>The Information Security Officer is responsible for developing, implementing, and operating the Information Security Program. The Information security Officer Reports directly to the VCGCB Executive Officer.</p> <p>The Information Security Officer will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The Information Security Officer also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.</p> <p>The Information Security Officer chairs the Information Security Advisory Committee that includes members representing all VCGCB divisions. The Information Security Advisory Committee is responsible for reviewing, advising and recommending approval of information security practices and standards.</p> <p>The Information Systems Section is responsible for the implementation and administration of VCGCB information security policies, practices, and guidelines for all VCGCB information systems and networks.</p>	

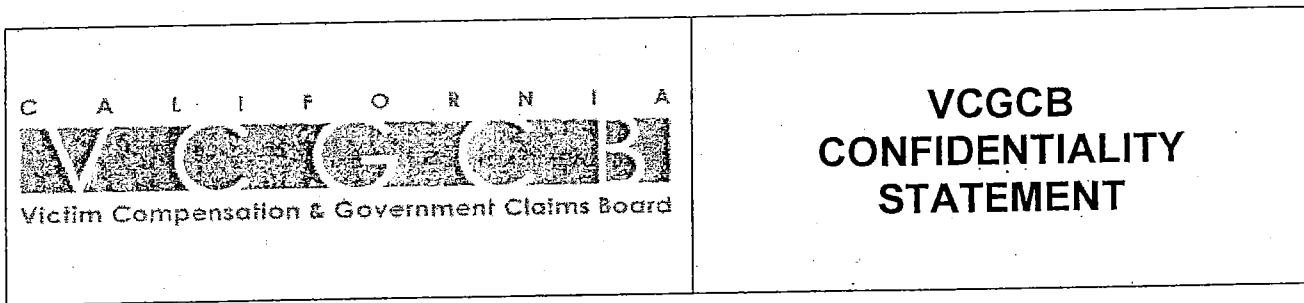
	<p>All VCGCB employees, consultants, and contractors are responsible for protecting VCGCB information assets and complying with VCGCB information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security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

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



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

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



**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:

- 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.)

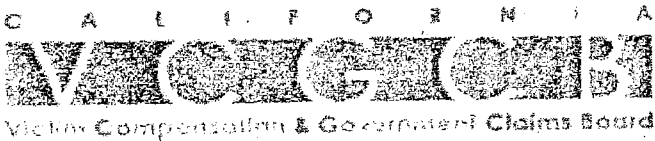
- Never disclose any information related to a Victim Compensation Program (VCP) application, including whether an individual has filed a VCP application, unless it is under the following circumstances: 1) the request for information is from an applicant or the applicant's authorized representative regarding 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, 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 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 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 information by the VCGCB or an individual designated by the VCGCB.

 <p>C A L I F O R N I A V I C T I M C O M P E N S A T I O N &amp; G O V E R N M E N T C L A I M S B O A R D</p>	<p><b>POLICY MEMO</b></p>
<p><b>SUBJECT: Fraud Policy</b></p>	
<p><b>DATE ISSUED: July 2009</b></p>	<p><b>EFFECTIVE DATE: Immediately</b></p>
<p><b>SUPERCEDES: #04-00-003</b></p>	<p><b>EXPIRES: Indefinite</b></p>
<p><b>MEMO NUMBER: 09-008</b></p>	<p><b>ISSUED BY: Executive Office</b></p>

**PURPOSE**

To establish a policy to clarify acts that are considered fraudulent, describe steps to be taken in the event fraud is suspected, and assign responsibility for the conduct of investigations.

**POLICY**

The Victim Compensation and Government Claims Board (VCGCB) is committed to protecting its assets against the risk of loss. Accordingly, it is the policy of the VCGCB to identify and promptly investigate any irregularity, or suspected irregularity, involving claimants, providers of service, employers, insurance companies, representatives, outside agencies doing business with the VCGCB, consultants, VCGCB employees, and/or any other parties that have a business relationship with the VCGCB.

The VCGCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.

**ACTIONS  
CONSTITUTING  
FRAUD**

Fraud is defined as any intentional act or omission designed to deceive others, resulting in an individual suffering a loss and/or the perpetrator achieving a gain. Other terms such as defalcation, misappropriation, and other irregularities refer to, but are not limited to:

- Any dishonest or fraudulent act.
- Any violation of Federal, State, or Local laws related to fraud.
- Misappropriation of State assets.
- Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.
- Impropriety in the handling or reporting of money or financial transactions.
- Profiteering as a result of insider knowledge of VCGCB activities.
- Disclosing confidential and proprietary information to outside parties.
- Accepting or seeking anything of material value from those doing business with the VCGCB.

**INVESTIGATION  
RESPONSIBILITIES**

The Office of Audits and Investigations (OAI) has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Throughout the investigation, the Chief Internal Auditor will inform the Executive Officer of pertinent investigative findings.

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

If the investigation substantiates that fraudulent activities have occurred, the Chief Internal Auditor will document the results in a confidential memorandum report to the Executive Officer, the Chief Deputy Executive Officer, Chief Legal Counsel, and the appropriate Deputy Executive Officer(s). Decisions to prosecute or refer the investigation results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with Legal Counsel and Executive Management, as will final decisions on disposition of the case.

**CONFIDENTIALITY**

It is the intent of the VCGCB management to maintain the confidentiality, to the extent possible, of any employee reporting any suspected improper or illegal activity. VCGCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity.

Further, the OAI treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity should notify his or her supervisor/manager or the Chief Internal Auditor immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see **Reporting Procedure** section below). When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the Chief Internal Auditor directly.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to maintain the integrity of the investigation, to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct, and to protect the VCGCB from potential liability.

**DISTINCTION  
FROM OTHER  
POLICIES**

Other issues concerning an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the manager of the Human Resources Section rather than the OAI. Also, this policy is not intended to address employee work performance issues which should be directed to the employee's supervisor/manager.

If there is any question as to whether an action constitutes fraud, please contact any OAI members for guidance.

**AUTHORIZATION  
FOR  
INVESTIGATING  
SUSPECTED  
FRAUD**

The Executive Officer designates the OAI as the unit responsible for investigating any suspected fraud. The OAI is independent from administering any program, fiscal activity, or operation within the VCGCB.

Members of the OAI will have:

- Free and unrestricted access to all relevant VCGCB manual, electronic records, and physical property.
- Communication with any personnel deemed appropriate in the course of an investigation.

**REPORTING  
PROCEDURES**

Great care must be taken in the investigation of suspected fraudulent act(s) so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

Any employee who suspects any fraudulent act(s) will immediately report it to his or her supervisor/manager. If the supervisor/manager is notified, he or she should determine whether it was an error or mistake or if a fraudulent activity has occurred. An *Investigation Referral Form* should be completed to report the suspected fraudulent activity to the OAI. A copy of this form is attached and is also accessible on the VCGCB's Intranet.

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts.
- Do not discuss the case, facts, suspicions, or allegations with *anyone* unless specifically asked to do so by the OAI or the Legal Office.

Employees and supervisors/managers should not attempt to conduct individual investigations, interviews, or interrogations.

The Chief Internal Auditor will coordinate all investigations with the Legal Office and other affected areas, both internal and external.

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

No information concerning the status of an investigation will be given out. The proper response to any inquiries is, "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific reference.

**CONTACT**

For any questions about this policy you may contact your supervisor/manager, Chief Internal Auditor at (916) 491-3875, or Audit Manager at (916) 491-3590.

**DISTRIBUTION  
LIST**

VCGCB Staff, Joint Powers Staff, Criminal Restitution Compact Staff, and Victim Witness Centers



**INVESTIGATION REFERRAL FORM**

**Involved Division/County** (check all that apply)

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Victim Compensation Division                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Application Intake Section</li> <li><input type="checkbox"/> Eligibility Determination Section</li> <li><input type="checkbox"/> Benefit Determination Section</li> <li><input type="checkbox"/> County Liaison and Support Section</li> <li><input type="checkbox"/> Mental Health Section</li> <li><input type="checkbox"/> Appeals Process Section</li> <li><input type="checkbox"/> Policy, Planning and Research Section</li> <li><input type="checkbox"/> Customer Service Section</li> </ul> </li> <li><input type="checkbox"/> Administration Division                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Human Resources Section</li> <li><input type="checkbox"/> Information Technology Section</li> <li><input type="checkbox"/> Business Services Section</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Fiscal Services Division                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Budget Section</li> <li><input type="checkbox"/> Accounting Section</li> <li><input type="checkbox"/> Government Claims Program</li> <li><input type="checkbox"/> Restitution Recovery Section</li> <li><input type="checkbox"/> Liens &amp; Overpayment Recovery Section</li> </ul> </li> <li><input type="checkbox"/> Legislation &amp; Public Affairs Division                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Legislation Section</li> <li><input type="checkbox"/> Regulations Section</li> <li><input type="checkbox"/> Training Section</li> <li><input type="checkbox"/> Communications &amp; Outreach Section</li> </ul> </li> <li><input type="checkbox"/> Joint Powers County</li> <li><input type="checkbox"/> Criminal Restitution Compact County</li> </ul> |
|---|--|

**Nature of Complaint** (check all that apply)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Services not rendered</li> <li><input type="checkbox"/> Duplicate payments</li> <li><input type="checkbox"/> Prov. licensure issue</li> <li><input type="checkbox"/> Prov. billing/charges</li> <li><input type="checkbox"/> Forgery/alteration of document(s)</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Fraud/abuse</li> <li><input type="checkbox"/> Employee Misconduct</li> <li><input type="checkbox"/> Misappropriation of State assets.</li> <li><input type="checkbox"/> Unauthorized alteration, destruction, forgery, or manipulation of data</li> <li><input type="checkbox"/> Other</li> </ul> |
|---|---|

**Complainant**

- Employee   
  Claimant   
  Provider   
  Attorney/Representative   
  Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date


**Complaint Against**

- Employee   
  Claimant   
  Provider   
  Attorney/Representative   
  Other

Name of the involved

Name(s) of other parties involved



<p>C A L I F O R N I A</p>  <p>Victim Compensation &amp; Government Claims Board</p>	<p><b>INVESTIGATION REFERRAL FORM</b></p>
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Application Number and Any Associated Application Numbers (if applicable)

Application Processed By?       Headquarters       JP County

Dollar Amount Involved?

Type of Expenses Involved?       MH     Relocation     I/S     Medical     F/B     Other

Date of Complaint Occurred?

Date of Complaint Discovered?

**Complaint** (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?)

Approving Manager/Supervisor Signature (Name & Title)\*

Unit/Section (if applicable)

Phone Number

Date

\*Not required if you believe your supervisor is involved in the fraudulent activity.

To assist in the processing of a complaint involving a VCP application/claim, please ensure all necessary verifications are completed prior to submission.

# Victim Compensation and Government Claims Board Acknowledgement of Policies

## 1. VCGCB Confidentiality Statement (Attachment II)

I have read, understand, and agree to abide by the provisions of the VCGCB 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.

## 2. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to abide by the provisions of the VCGCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the VCGCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

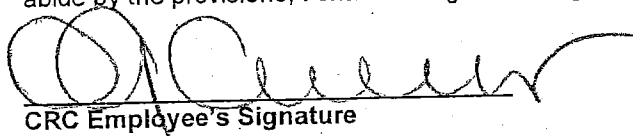
In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

## 3. Incompatible Work Activities

I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 15, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract.

  
\_\_\_\_\_

CRC Employee's Signature

Patricia Cuellar

\_\_\_\_\_

Typed or Printed Name

  
\_\_\_\_\_

Manager/Supervisor Signature

Maria Bee

\_\_\_\_\_

Type or Printed Name

San Francisco

\_\_\_\_\_

County

April 18, 2013

\_\_\_\_\_

Date

Restitution Specialist

\_\_\_\_\_

Classification Title

April 18, 2013

\_\_\_\_\_

Date

Chief, Victim Services Division

\_\_\_\_\_

Classification Title

VCGC3078

\_\_\_\_\_

Contract Number

## 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](http://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 VI

County and Agency:		Contract Number:			
Personnel Services	Billing Month/Year	Salary/Hourly Rate Range	Salary/Hourly Rate	Timebase	% billed
<b>SALARIES AND WAGES</b>	<b>Billed Amount</b>				
Name:					
Name:					
Name:					
Name:					
Name:					
<b>FRINGE BENEFITS</b>	<b>Billed Amount</b>	<b>PERCENTAGE OF SALARY / DESCRIPTION</b>			
Name:					
Name:					
Name:					
Name:					
Name:					
<b>PERSONNEL SERVICES TOTAL</b>					
<b>Operating and Overhead Expenses</b>	<b>Billed Amount</b>	<b>DESCRIPTION OF EXPENSES</b>			
<b>I. FACILITY OPERATIONS</b>					
Rent					
Utilities					
<b>II. OPERATING EXPENSES</b>					
Postage					
Data Processing (SPECIFY)					
Office Supplies					
Telephone					
<b>III. TRAINING (specify date, location, purpose)</b>					
<b>IV. TRAVEL (specify date, location, purpose)</b>		<b>REIMBURSED AT CURRENT DPA RATES</b>			
Mileage (SHOW CALCULATION)					
<b>V. INDIRECT COSTS (&lt; 10% salary/fringe)</b>					
<b>VI. EQUIPMENT</b>					
<b>OPERATING &amp; OVERHEAD EXPENSES TOTAL</b>					
<b>TOTAL EXPENDITURES</b>					
I certify that this is a true billing of expenditures.		DATE			
ACCOUNTING OFFICER SIGNATURE		TELEPHONE NUMBER			
NAME AND TITLE					
ADDRESS PAYMENTS SHOULD BE SENT TO:					

## 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)

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

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**COUNTY CONTACT**

Name/Title: \_\_\_\_\_ Phone No: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**BOS/ISS Comments:**

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Approved as submitted     Denied

Approved with changes (noted above)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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**Restitution Recovery Staff or Joint Powers Analyst Staff Comments:**

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Approved --Upon approval, forward copy to BSS

Denied

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

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**BOS- Issuing of Asset Tag Stickers**

Asset Tags Sent                      DATE: \_\_\_\_\_

Schedule of Equipment     Sent              Date: \_\_\_\_\_

Received              Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Revised: 11/03/03

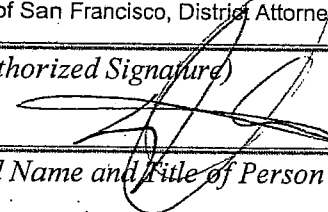




CCC-307

**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> County of San Francisco, District Attorney's Office		<i>Federal ID Number</i> 946000417
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Eugene Clendinen, Chief Administrative & Financial Officer		
<i>Date Executed</i> 4/18/2013	<i>Executed in the County of</i> San Francisco	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
  2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
    - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
    - b. Establish a Drug-Free Awareness Program to inform employees about:
      - 1) the dangers of drug abuse in the workplace;
      - 2) the person's or organization's policy of maintaining a drug-free workplace;
      - 3) any available counseling, rehabilitation and employee assistance programs; and,
      - 4) penalties that may be imposed upon employees for drug abuse violations.
    - c. Every employee who works on the proposed Agreement will:
      - 1) receive a copy of the company's drug-free workplace policy statement; and,
      - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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