

File No. 140921

Committee Item No. 4

Board Item No. 6

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date September 10, 2014

Board of Supervisors Meeting

Date September 16, 2014

#### 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"/>            | 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 type="checkbox"/>            | <input 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 type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Public Correspondence                        |

#### OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date September 5, 2014

Completed by: L.W. Date September 11, 2014

1 [Revolving Fund Agreement - California Victim Compensation and Government Claims Board  
2 - Burial or Emergency Relocation of Homicide Victims - \$75,000]

3 **Resolution retroactively authorizing the Office of the District Attorney to renew its**  
4 **current agreement with the California Victim Compensation and Government Claims**  
5 **Board, an agent of the State of California, for a revolving fund in the amount of**  
6 **\$75,000 to be used to pay for verified funeral/burial, relocation, crime scene clean-up,**  
7 **and other emergency loss expenses for eligible homicide victims for the period of**  
8 **July 1, 2014, through June 30, 2017.**

9  
10 WHEREAS, The City and County of San Francisco desires to enter into an  
11 agreement with the California Victim Compensation and Government Claims Board in  
12 accordance with Government Section 13835 to provide a means to pay for verified  
13 funeral/burial, relocation, crime scene clean-up, and other emergency loss expenses for  
14 eligible homicide victims, and to be reimbursed by the State thereafter; and

15 WHEREAS, This agreement would authorize the District Attorney's Victim Witness  
16 Assistance Program to pay verified funeral/burial, relocation, crime scene clean-up, and  
17 other emergency loss expenses for eligible homicide victims out of the revolving fund; and

18 WHEREAS, The fund maintains a process by which the District Attorney may make  
19 speedy payments to service providers and increase service to victims; and

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


23 WHEREAS, The grant does not require an ASO amendment; and

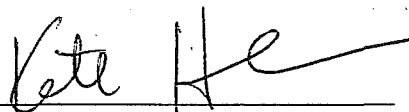
24 WHEREAS, No indirect costs are included by the Department to maximize the value  
25 of the service; now, therefore, be it

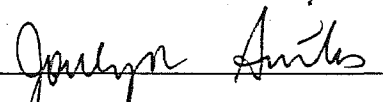
1 RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs  
2 in the grant budget; and be it

3 FURTHER RESOLVED, That the District Attorney of the City and County of San  
4 Francisco is authorized on behalf of the City and County of San Francisco to contract for,  
5 accept and expend funds from the California Victim Compensation and Government Claims  
6 Board to continue the Revolving Fund Agreement, including any extensions, augmentations  
7 or amendments thereof.

8  
9 Recommended:

10   
11 for George Gascón  
12 George Gascón, District Attorney

Approved:   
for Edwin M. Lee, Mayor

Approved:   
for Ben Rosenfield, Controller

**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: **Revolving Fund Agreement**

2. Department: **District Attorney**

3. Contact Person: **Stacey Hoang** Telephone: **415-553-1861**

4. Grant Approval Status (check one):

Approved by funding agency                       Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$75,000**

6a. Matching Funds Required: **N/A**

b. Source(s) of matching funds (if applicable):

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 provide a means to pay for verified funeral/burial, relocation, crime scene clean-up, and other emergency loss expenses for eligible homicide victims, and be reimbursed by the State thereafter.**

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

Start-Date: **July 1, 2014**                                              End-Date: **June 30, 2017**

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? **N/A**

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): **The revolving fund does not have a budget. The costs of administering the revolving fund will be covered by the General Fund.**

c2. If no indirect costs are included, what would have been the indirect costs? **N/A**

12. Any other significant grant requirements or comments: **None**

**\*\*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 type="checkbox"/> Existing Site(s)      | <input checked="" type="checkbox"/> Existing Structure(s) | <input checked="" 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:

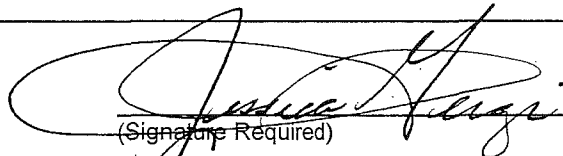
Jessica Geiger

(Name)

Fiscal Division Analyst

(Title)

Date Reviewed: 7/8/14

  
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

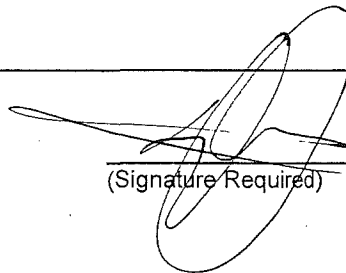
Eugene Clendinen

(Name)

Chief Administrative & Financial Officer

(Title)

Date Reviewed: 7/9/14

  
(Signature Required)

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Stacey Hoang, Fiscal Division Analyst  
**DATE:** 7/9/14  
**SUBJECT:** Accept and Expend Resolution for Subject Grant  
**GRANT TITLE:** State Grant – Revolving Fund for Crime Victims

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Attached please find the original\* and ~~2~~<sup>3</sup> 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.

**Departmental representative to receive a copy of the adopted resolution:**

Name: Sheila Arcelona Phone: 734-3018

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).

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)  
 REVOLVING FUND CONTRACT DRAFT

AGREEMENT NUMBER <b>VCGC4105</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
CONTRACTOR'S NAME  
**COUNTY OF SAN FRANCISCO**
- The term of this Agreement is: **JULY 1, 2014** through **JUNE 30, 2017**
- The maximum amount of this Agreement is: **\$0.00**  
Zero dollars
- 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	1 Page
Exhibit C* – General Terms and Conditions (GTC307)	1 Page
Exhibit D – Special Terms and Conditions	4 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – Confidentiality Statement	1 Page
Attachment III – Revolving Fund Procedures	3 Pages
Attachment IV – Revolving Fund Disbursement Log	1 Page
Attachment V – Overpayment Checklist	2 Pages
Attachment VI – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages
Attachment VII – Contractor's Description of Revolving Fund Procedures	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
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> <b>COUNTY OF SAN FRANCISCO</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> <b>6/6/14</b>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Eugene Clendinen, Chief Administrative & Financial Officer		
<small>ADDRESS</small> 850 Bryant Street, Room 322, San Francisco, CA 94103		
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per:
<small>AGENCY NAME</small> <b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> JULIE NAUMAN, EXECUTIVE OFFICER		
<small>ADDRESS</small> 400 R STREET, SUITE 500, SACRAMENTO, CA 95811		

EXHIBIT A

SCOPE OF WORK

1. This agreement is entered into by the Victim Compensation and Government Claims Board (VCGCB), an agent of the State of California, and the County of San Francisco (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when the payment would help the claimant with an immediate need.

- a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Procedures (for a detailed description of revolving fund procedures, please refer to Attachment III to this agreement).
  - i. Payment of verified funeral/burial expenses;
  - ii. Payment of verified relocation expenses;
  - iii. Payment of verified crime scene clean-up expenses; and
  - iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.
- b. The Contractor shall pay emergency expenses using its revolving fund for the County of San Francisco.
- c. The Contractor shall also ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1982 (FISMA).

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

In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

- d. The Contractor shall establish and enforce procedures to insure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.
- e. The VCGCB shall report all reimbursements made to the Contractor for expenses under this agreement to the Internal Revenue Service (IRS).
- f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.



EXHIBIT A

SCOPE OF WORK

- g. If an overpayment is identified as a result of the Contractor's failure to follow the terms established in this agreement, the Contractor shall follow procedures set out below. The Contractor agrees that it shall not file a deficiency claim under SAM Section 8072, or any provision, for reimbursement from the VCGCB for any deductions under this provision.
    - i. The Contractor shall report any overpayments or suspected overpayments to the County Liaison and Support Section at the VCGCB as soon as said overpayments are identified.
    - ii. The Contractor is responsible for collecting the amount of an overpayment from the overpaid party if the overpayment resulted from the Contractor's failure to follow the terms of this agreement.
  - h. The Contractor shall use all forms and processes required by the VCGCB. For a detailed description of Revolving Fund Procedures, refer to Attachment III of this agreement.
  - i. The Contractor shall only use information collected under this agreement for the purpose of verifying and adjudicating claims.
  - j. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system, to perform the work under this agreement. The Contractor shall ensure that all Contractor staff persons performing duties under this agreement comply with VCGCB statutes, regulations, guidelines, procedures, directives, and memos.
  - k. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.
2. The term of this agreement shall be July 1, 2014 through June 30, 2017.

The services shall be performed at:

County of	San Francisco
Office	District Attorney
Address	732 Brannan Street
City, State, Zip	San Francisco, CA 94103

EXHIBIT A

SCOPE OF WORK

3. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS Manager in advance for any temporary changes in schedule or operating hours.
4. The project representatives during the term of this agreement will be:

State Agency: Victim Compensation and Government Claims Board	Contractor: San Francisco District Attorney
Name: Marlene Dederick, County Liaison and Support Section Manager	Name: Jacqueline Ortiz, Deputy Chief, Victim Services
Phone: (916) 491-3737	Phone: 415-558-2408
Fax: (916) 491-6435	Fax: 415-575-8815
Email: marlene.dederick@vcgcb.ca.gov	Email: jacqueline.ortiz@sfgov.org

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: San Francisco District Attorney
Section/Unit: Business Services Section	Section/Unit: Victim Services
Attention: Megan Vinson	Attention: Jacqueline Ortiz
Address: 400 R Street, Suite 400 Sacramento, CA 95811	Address: 850 Bryant Street, Room 322 San Francisco, CA 94103
Phone: (916) 491-6469	Phone: 415-558-2408
Fax: (916) 491-6413	Fax: 415-575-8815
Email: megan.vinson@vcgcb.ca.gov	Email: jacqueline.ortiz@sfgov.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

The VCGCB advanced the Contractor \$75,000.00, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1a). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the VCGCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use the VCGCB claims management system to issue a payment to replenish the revolving fund, according to the process set out in the Revolving Fund Procedures (Attachment III to this agreement) and any other subsequent procedures required by the VCGCB.

The Contractor shall submit annually a written description of the procedures for operating the revolving fund (Attachment VII to this agreement). The description shall include a list of all personnel authorized to request a disbursement from the revolving fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated and copies of any forms that are used in the distribution of the funds.

2. BUDGET CONTINGENCY CLAUSE

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

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

3. REPORTING REVOLVING FUND USE

Each month the Contractor shall submit a written accounting of the disbursements from, and reimbursements to, the Contractor's revolving fund account on the JP County Revolving Fund Disbursement Log (Attachment IV to this agreement). A copy of the Disbursement Log shall be provided with the County's monthly reconciliation report that indicates revolving fund activity. The log and reconciliation report are due to the VCGCB Accounting Manager, with a copy to the County Liaison and Support Section, by the tenth (10<sup>th</sup>) day of each month.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

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

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB employee.
- g. Take any action with regard to a Victim Compensation Claim or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under the agreement and is done in an appropriate manner.

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

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

2. PERFORMANCE ASSESSMENT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- a. The VCGCB shall monitor performance under the agreement and periodically report performance to the Contractor.
- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims. Subsequently, the VCGCB may agree to allow any such employee to work under this agreement.

3. PROGRAM EVALUATION AND MONITORING

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

4. RETURN OF REVOLVING FUNDS

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

5. CONFIDENTIALITY OF RECORDS

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

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

The VCGCB's Public Information Officer (PIO) 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 agreement. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's PIO.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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

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

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

**6. SUBPOENAS**

The Contractor is not the Custodian of Records for any of the materials it creates or receives pursuant to this agreement. The Contractor shall post a notice in its receiving department or other appropriate place stating that all Victim Compensation Program subpoenas and document requests shall be served upon the Victim Compensation and Government Claims Board.

The Contractor shall inform a server of a subpoena that the subpoena shall be personally served on the Victim Compensation and Government Claims Board at 400 R Street, 5<sup>th</sup> Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

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

**7. RETENTION OF RECORDS**

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

8. TERMINATION FOR CONVENIENCE

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

9. REGULATIONS AND GUIDELINES

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



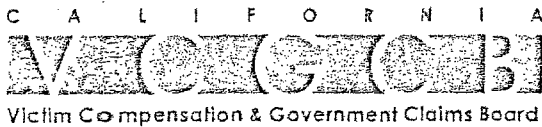
<b>POLICY MEMO</b>		MEMO NUMBER: 06-00-003
SUBJECT: VCGCB Information Security Policy		DATE ISSUED: November 15, 2006
REPLACES: Policy # NA		EFFECTIVE DATE: December 1, 2006
REFERENCE: State and Consumer Services Agency, Information Security Program		ISSUING DIVISION: EXEC / ISO
<b>Purpose</b>	The Victim 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</p>	

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

<b>Life Cycle Planning</b>	<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>
<b>Awareness and Training</b>	<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>
<b>Physical Security</b>	<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>
<b>Contingency and Disaster Preparedness</b>	<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>
<b>Incident Handling</b>	<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>
<b>Identification and</b>	<p>All users are individually identified to the information system(s) they use.</p>

<b>Authentication</b>	<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>
<b>Access Control</b>	<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>
<b>Audit Trail</b>	<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>
<b>Data Ownership</b>	<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>
<b>Information Classification</b>	<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</p>

	<p>for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of 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>	File this Memo in the Administrative Policy Manual
<b>Who to contact for questions</b>	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@vcqcb.ca.gov">iso@vcqcb.ca.gov</a>
<b>Distribution List</b>	All VCGCB Staff



STATE OF CALIFORNIA  
EDMUND G. BROWN JR., Governor

MARYBEL BATJER  
Secretary  
Government Operations Agency  
Chairperson

JOHN CHIANG  
State Controller  
Board Member

MICHAEL A. RAMOS  
San Bernardino County District Attorney  
Board Member

JULIE NAUMAN  
Executive Officer

## Memorandum

### CONFIDENTIALITY STATEMENT

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain VCGCB 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.

Under this policy, all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment or affiliation with the VCGCB.

The Contractor shall notify the VCGCB immediately if a security incident involving the data occurs.

### ACKNOWLEDGEMENT

I have read and understand the above policy. I understand that it is my responsibility to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could be grounds for administrative action as appropriate. I further understand that I must maintain the confidentiality of all VCGCB files, data, information and documentation once my employment or affiliation with the VCGCB ends.

Signature

Eugene Glendinen

Name (Print)

Date

6/6/14

San Francisco District Attorney's Office

Affiliation (County/Vendor)

**REVOLVING FUND PROCEDURES**

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

- a. You may pay a claimant's request for an emergency award to cover unexpected expenses that are allowed under the Victim Compensation Program (VCP). When someone suddenly has to pay for funeral and burial expenses or needs to move to ensure their safety, they may need providers to be paid immediately. Emergency awards can only be allowed in cases where there would be substantial financial hardship if an award were not paid right away and where there is an immediate need for payment to the claimant or the provider on behalf of the claimant.
- b. Substantial financial hardship means that without the emergency award the claimant cannot provide for the necessities of life including, but not limited to:
  - i. Shelter
  - ii. Food
  - iii. Medical care or
  - iv. Personal safety
- c. The inability to pay for funeral and burial expenses or crime scene clean up expenses without the emergency award can also constitute substantial financial hardship.
- d. The amount you should award depends on the claimant's immediate need. Pay just those compensable expenses that, if you did not pay them, would cause a substantial financial hardship.

**2. Contact the Provider**

- a. Payments from the revolving fund should be verified:
  - i. to be a substantial financial hardship to the claimant,
  - ii. to be an immediate need, and
  - iii. that the provider will not provide services unless payment is received immediately.
- b. Prior to making payments to a provider of service on behalf of the claimant, local JP staff will contact the provider by phone to assess whether they are willing to wait for payment through the regular claims process.
- c. Document the fact that the provider will not wait for payment in the application summary.

**3. Assess eligibility**

- a. Prior to making a payment from the revolving fund review the application and associated documents (per instructions in the CalVCP online manual) to make a preliminary assessment regarding the eligibility of the application.

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

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

- a. Check with the Liens and Overpayment Recovery Section (LORS) if there is a reimbursement source such as auto insurance, workers compensation, or civil suit on the application to get authorization to pay the bill. Document interactions with LORS using notes in the application summary as you would for any other bill.
- b. Confirm who needs to be paid (claimant or provider on behalf of the claimant). Obtain the claimant's or provider's Social Security Number (SSN) or Federal Tax Identification Number (FIN) for purposes of issuing a future Form 1099.
- c. Each county must scan payment authorization documents into CaRES for every revolving fund transaction. The format of the authorization documents may differ from county to county but must contain at a minimum:
  - i. CalVCP Application Number
  - ii. Date of request
  - iii. Nature of request (including amount and payee)
  - iv. Evidence of substantial financial hardship or immediate need
  - v. Status of application
  - vi. Signature of claims specialist making the request
  - vii. Signature of Victim Assistance Center Director or authorized designee approving request.
  - viii. Signature of person issuing the check.
  - ix. The person making the request, the person approving the request and the person issuing the check must be three different people.
- d. Staff must enter a note into the application summary for each revolving fund transaction. The note must be written according to the following format:
 

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

#### 5. Reimbursing the Revolving Fund

- a. The JP office should reimburse the Revolving Fund within 15 days of the



time the revolving fund check was issued in order to keep funds flowing back into the Revolving Fund.

- b. Reimbursement to the revolving fund must also be documented in the application summary with a note in the following format:  
REVOLVING FUND REIMBURSEMENT B1[X:XXXXX]: This payment of [amount] to the [County Emergency Fund] is reimbursement for the revolving fund payment made in the amount of [amount] to [payee] on [date].

#### 6. Revolving Fund Disbursement Log

- a. Use the Revolving Fund Disbursement Log to document all outgoing and incoming revolving fund transactions. This log is a tracking tool for the JP county staff, CLASS analysts and the VCGCB Office of Audits and Investigations.
- b. Assign one person in the JP office to maintain the Revolving Fund Disbursement Log to ensure that all required information is documented properly and reimbursement are requested promptly.
- c. The log must reflect an accurate beginning balance from July 1, 2014, and should be cumulative for the year. Outstanding items from the prior fiscal year may be included on the July, 2014, log in order to provide an accurate reconciliation.
- d. Submit the log to the VCGCB Accounting Division at VCGCBAccountingMailbox@vcgcb.ca.gov, and to the County Liaison and Support Section monthly, via email, by the 10th day of the month following the reporting month. The document name for the log must be formatted with the county name, Revolving Fund Disbursement Log, and date. The column containing applicant names must be omitted from the emailed version of the log to protect applicant confidentiality.

#### 7. Overpayments

- a. If an overpayment is identified as a result of a mistake the JP unit made when issuing the revolving fund payment or when making the subsequent reimbursement to the county, the amount of revolving fund agreement will be reduced by the amount of the overpayment.
  - i. The JP Unit shall report any overpayments or suspected overpayments to the County Liaison and Support Section at the VCGCB as soon as said overpayments are identified.
  - ii. The County Victim Assistance Center or JP Unit is responsible for collecting the amount of an overpayment from the overpaid party.
  - iii. The County Victim Assistance Center or JP Unit is responsible for repaying the VCGCB for any overpayments identified as a result of the Contractor's failure to follow the terms established in this agreement on an annual basis, thereby reducing the amount of this agreement.

REVOLVING FUND DISBURSEMENT LOG

County Name	Revolving Fund Contract Amt:	
FISCAL Year	Current Balance:	
	Total	
	Debits:	
	Total Credits:	

Date of Request	Applicant First Initial, Last Name	CaRES App ID	Provider of Orig. Name	Provider Contact Name	Provider Contact Phone #	Provider Tax ID#	Type of bill				Reason for use of fund			CaRES info		Revolving Fund Check Info			Ca/VCP Reimbursement Info																	
							Funeral/Burial	Relocation	Crime Scene Cleanup	Other	Substantial Financial Hardship	Safety	Details	Documentation scanned to CaRES	Note Entered in CaRES	Date Revolving Fund Check Issued	Revolving Fund Check #	Revolving Fund Amt. Issued	Running Total after debit (Completed by HQ)	Date of Contact Agenda	Date Revolving Fund Reimbursed by Ca/VCP	Ca/VCP Check #	Ca/VCP Check Amt	Running Total after credit (Completed by HQ)												

Print Form	Date: _____				
<b>Overpayment Checklist</b>					
Application ID:	App Rec'd Date:				
Office Assignment:	Staff who identified Overpayment:				
Incident Date:	Crime Code(s):				
Synopsis of Crime:					
Describe how the overpayment occurred*. (Attach any documentation that supports the overpayment finding.)					
* For I/S loss, attach your calculations supporting the overpayment(s).					
Type of Bill (e.g., Med, MH, I/S, etc.)	Bill ID	Overpaid Amount			Dates of Service/ Start date
		Claimant	Provider	Breakdown (eg., 4@\$90=\$360)	
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
		\$	\$		
<b>Total</b>		\$	\$		
Note: If more space is needed for any of the information above, fill out and attach a second Overpayment Checklist.					
Can this overpayment be offset?: <input type="checkbox"/> No <input type="checkbox"/> Yes					
Was contact made with the overpaid party?: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what was the outcome?					
Manager's Signature: _____					Date: _____

Forward the signed overpayment checklist to the HC Overpayment Analyst and note in CaRES that the form has been sent and awaiting review.


HQ Overpayment Analyst Use Only

RECOMMENDATION:	<input type="checkbox"/> Collect	<input type="checkbox"/> Offset	<input type="checkbox"/> Waive
Additional Reasoning (if applicable):			

OVP Analyst Name:	Date:
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DEO Signature:	Date:
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Rev 11/16/2010

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

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

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

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

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

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

### Document Guidelines

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

### Retention Period

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

If you have any questions, please contact Christie Munson, Manager, Victim Compensation Program, at (916) 491-3764.

**CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES**

County Name San Francisco	Prepared By: Jacqueline Ortiz, Deputy Chief, Victim Services
Original Revolving Fund Contract Award: \$75,000	Contract Number:
Today's Date: 6/9/2014	Phone: 415-558-2408

The Contractor shall submit a written description of the procedures for operating the Revolving Fund (Attachment VII to this contract). The description shall include a list of all personnel authorized to request a disbursement from the Revolving Fund, and a list of all personnel authorized to make such a disbursement. The description shall also include a complete explanation of the manner in which the fund is operated and copies of any forms that are used in the distribution of the funds.

Attach additional pages or documentation, if needed.

San Francisco District Attorney  
Revolving Fund Operating Procedures

Emergency Assistance Relocation/Funeral Burial requests are primarily handled and approved by the Victim Compensation Program Supervisor, Bethsaida Ruiz, Lead Specialist, Maria Cava or Claims Specialist Monica Wheaton-Howell. The Supervisor, Lead Specialist or Claim Specialist ensures all appropriate documents are obtained for full review and payment determination.

Following review of possible reimbursement sources, qualifying crime and fully applying VOC EA Policy/Procedures, the Supervisor, Lead Specialist or Claim Specialist completes and signs off a Revolving Fund request form. The Revolving Fund form and all documents pertaining to the EA relocation/Funeral Burial requests are forwarded to the San Francisco District Attorney (SFDA) Finance Division for further review and approval by Eugene Clendinen, the Chief Administrative and Financial Officer or his designee, Sheila Arcelona, Assistant Chief. Once the request has been approved by Finance, a check request is generated and forwarded to the City & County of San Francisco Controller's Office for disbursement of funds.

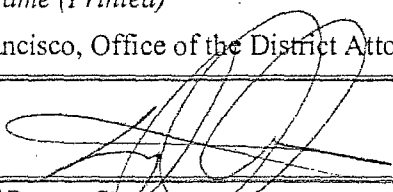
Upon receipt of the check from the Controller's office, the Finance Division documents the payment in the Revolving Fund monthly log. The Claims Unit and the Finance Division prepare and submit the monthly report of revolving fund disbursements to VCGCB.

Once checks have been disbursed, all documents are forwarded back to VCP and support staff immediately scans the EA packet into CARES for revolving fund payment via ED/BD processing actions.

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> City & County of San Francisco, Office of the District Attorney		<i>Federal ID Number</i> 94-6000417
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Eugene Clendinen, Chief Administrative & Financial Officer		
<i>Date Executed</i> 6/6/14	<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.

NOTE:

The Board of Supervisors' Resolution will be mailed as soon as one is obtained.

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From: "Metzer, Ryan@VCGCB" <[Ryan.Metzer@VCGCB.ca.gov](mailto:Ryan.Metzer@VCGCB.ca.gov)>  
Date: May 27, 2014 at 8:05:40 AM PDT  
To: "Bee, Maria@SFCounty" <[maria.bee@sfgov.org](mailto:maria.bee@sfgov.org)>, "Ruiz, Bethsaida" <[Bethsaida.Ruiz@sfgov.org](mailto:Bethsaida.Ruiz@sfgov.org)>  
Cc: "Arcelona, Sheila (DAT)" <[sheila.arcelona@sfgov.org](mailto:sheila.arcelona@sfgov.org)>  
Subject: RE: New Revolving Fund Agreement

Yes, Please.

Thank You.

From: Bee, Maria (DAT) [<mailto:maria.bee@sfgov.org>]  
Sent: Saturday, May 24, 2014 11:20 AM  
To: Metzer, Ryan@VCGCB; Ruiz, Bethsaida  
Cc: Arcelona, Sheila (DAT)  
Subject: RE: New Revolving Fund Agreement

Hi Ryan,

The process to obtain a Board of Supervisor's Resolution can take 2 months or longer. Do you want us to send you the documents we can complete by the deadline and send the resolution when we get it?

**From:** Metzger, Ryan@VCGCB [mailto:Ryan.Metzer@VCGCB.ca.gov]  
**Sent:** Friday, May 23, 2014 1:39 PM  
**To:** Bee, Maria (DAT); Ruiz, Bethsaida (DAT)  
**Subject:** New Revolving Fund Agreement  
**Importance:** High

Good Afternoon,

Attached is the new Revolving Fund agreement with the Victim Compensation and Government Claims Board for the term of July 1, 2014 through June 30, 2017. To ensure proper assembly of the contract package, please follow the steps below:

- Fill in the location and project representative information of **Exhibits A.2 and A.4** of the contract.
- Print four (4) copies of the contract package (duplex printing preferred) and obtain an **original signature on each cover page** (std. 213).
- Obtain an original signature for the **Confidentiality Statement** – Attachment II of the contract.
- Complete the **Contractor's Description of Revolving Fund Procedures** – Attachment VII of the contract.
- Obtain an original signature for the **CCC-307** (Contractor Certification Clauses Form) – Form is attached to this e-mail.
- Attach one (1) certified copy of the Board of Supervisors' Resolution. (Please make sure that the term of the resolution is July 1, 2014 through June 30, 2017).

**Mail all four (4) copies of the completed and signed contract, the CCC-307 and the certified resolution by Wednesday, June 11, 2014 to:**

Victims Compensation and Government Claims Board  
Business Services Section  
Attn: Ryan Metzger  
400 R Street, Suite 400  
Sacramento, CA 95811

Please note that Attachment IV, the Disbursement Log, found in the PDF has been minimized simply for printing purposes. The actual Log that you will use for your tracking is attached separately as an Excel document.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance.

Ryan Metzger  
Business Services Section  
Phone 916-491-3877 Fax 916-491-6413  
[ryan.metzer@vcgcb.ca.gov](mailto:ryan.metzer@vcgcb.ca.gov)

**From:** Sturm, Barry@VCGCB [<mailto:Barry.Sturm@VCGCB.ca.gov>]  
**Sent:** Wednesday, July 09, 2014 3:34 PM  
**To:** Geiger, Jessica (DAT); Ruiz, Bethsaida (DAT); Cava, Maria (DAT)  
**Cc:** Hennessy, Tim@VCGCB; Dederick, Marlene@VCGCB  
**Subject:** REVISED Revolving Fund Log FY 14/15

Good Afternoon!

The Revolving Fund Contract for FY 2014/2015 to FY 2016/2017 is now in place as of July 1, 2014. Please see the REVISED revolving fund log. There have been a few changes, so please ensure all fields are complete in the log. The Revolving Fund balance from the close of FY 2013/2014 should be entered in cell E3. This amount should be very close to your contracted amount and will be used in some equations for calculating the running balance of the Fund. Cells with equations are noted with comments and should not be edited or deleted.

As always, the revolving fund log must be submitted by the 10<sup>th</sup> of each month even if there is no activity. Please email the log to [barry.sturm@vcgcb.ca.gov](mailto:barry.sturm@vcgcb.ca.gov), [marlene.dederick@vcgcb.ca.gov](mailto:marlene.dederick@vcgcb.ca.gov), and [AccountingMailbox@vcgcb.ca.gov](mailto:AccountingMailbox@vcgcb.ca.gov)

If you have any questions about how to fill out the log, feel free to contact your county liaison, CLASS Manager, Marlene Dederick, or myself.

Thanks!

Barry Sturm, AGPA  
County Liaison and Support Section  
Victim Compensation and Government Claims Board  
Phone: (916) 491-3509  
Fax: (916) 491-6435

**CONFIDENTIALITY NOTICE:** This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.