

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

AGREEMENT NUMBER

VCGC6078

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, 2016** through **JUNE 30, 2017**

3. The maximum amount of this Agreement is: **\$89,124.00**
 Eighty-nine thousand, one hundred twenty-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	9 Pages
Attachment I – VCGCB Information Security Policy (Memo 15-001)	5 Pages
Attachment II – VCGCB Confidentiality Statement	3 Pages
Attachment III – VCGCB Fraud Policy (Memo 13-001)	2 Pages
Attachment IV – Investigation Referral Form	3 Pages
Attachment V – VCGCB Acknowledgement of Policies	1 Page
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Attachment VII – County Purchase Request Form	3 Pages
Attachment VIII – County Inventory Form	1 Page
Attachment IX – VCGCB Asset Identification Form	2 Pages
Attachment X – Information Systems Security and Confidentiality Acknowledgement	1 Pages
Attachment XI – Acceptable Use of Technology Resources (Memo 15-003)	5 Pages
Attachment XII – Privacy Policy (Memo 15-007) and Privacy Policy Acknowledgement Form	4 Pages
Attachment XIII – VCGCB Password Policy	6 Pages

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF SAN FRANCISCO, DISTRICT ATTORNEY'S OFFICE		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6/17/16	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Eugene Clendinen, Chief Administrative & Financial Officer		
ADDRESS		
850 Bryant Street, Room 322, San Francisco, CA 94103		
STATE OF CALIFORNIA		
AGENCY NAME		
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD		
BY (Authorized Signature)		
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
VALINDA ROBERTS, DEPUTY EXECUTIVE OFFICER		
ADDRESS		
P. O. BOX 1348, SACRAMENTO, CA 95812-1348		

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

VCGCB and the District Attorney agree 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 VCGCB.
- d. The District Attorney (or his/her designee) and 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 CalVCP as they proceed through the criminal or juvenile justice system. The Specialist must contact 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 Sections 13956 and/or 13954(b)(2)(A-D):
 - Participation in the crime
 - 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 CalVCP, if any, and provide this information to the District Attorney's Office for the purpose of obtaining a restitution order. The Specialist shall not provide the benefit category/type when losses are being requested during the trial stage of a criminal proceeding. If additional information is necessary from VCGCB's application processing system during the trial stage, the Specialist must obtain approval from VCGCB.

EXHIBIT A

SCOPE OF WORK

- g. The District Attorney shall submit 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 CalVCP has paid on the associated claim(s); and/or a restitution order for an amount "to be determined" (if 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 CalVCP payment information and request that the probation department include the information in its PSI.
- i. The Specialist shall enter into VCGCB's Compensation and Restitution System (CaRES, which includes the Criminal Disposition Tracking System (CDTS) module of CaRES) computer system the final disposition status of juvenile and adult criminal cases associated with applications filed with 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 VCGCB's Victim Pass Thru Unit, as well as the California Department of Corrections and Rehabilitation, Office of Victim and Survivor Rights' and Services (CDCR-OVSRS), or the local collection entity.
- k. The Specialist shall monitor in VCGCB's computer system, 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. VCGCB's Custodian of Records (COR) shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification by providing redacted bills, when necessary, to substantiate any restitution orders requested.
- l. The Specialist shall respond to VCGCB on probate-related matters within three (3) business days of a request for imposed and/or outstanding restitution fine and order information, offender information, and the like.
- m. The Specialist will cooperate with CDCR in the modification of restitution orders.
- n. The Specialist shall notify VCGCB's Restitution Analyst, upon discovery, that the victim has filed a civil suit, vehicle insurance claim, Workers' Compensation claim or has received another type of recovery that could be used to offset losses the victim or derivative victim may have incurred as a direct result of the crime.
- o. The Specialist shall respond to VCGCB's COR on restitution-related matters within three (3) business days of a request. Additionally, the Specialist will respond to VCGCB's Hearing and Appeals staff on hearing and appeal related matters within three (3) business days of a request.
- p. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines.

EXHIBIT A

SCOPE OF WORK

- 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 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.1.a through A.1.r. The Specialist shall document his or her activities by using regular time and attendance records in a timesheet approved by VCGCB. These timesheets shall be forwarded to VCGCB's Restitution Analyst on a monthly basis in an electronic format prescribed by VCGCB no later than the 15th 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 Office of the District Attorney
Name: Jennifer Green Revenue Recovery Manager Administration and Finance Division	Gena Castro-Rodriguez Name: Chief, Victim Services Division
Phone: (916) 491-3673	Phone: 415-734-3359
Fax: (916) 491-6448	Fax: 415-553-1034
Email: Jennifer.Green@vcgcb.ca.gov	Email: gena.castrorodriguez@sfgov.org

For additional information, direct your inquiries to:

VCGCB CRC Liaison:	Name: Jennifer Green, Revenue Recovery Manager
	Email: Jennifer.Green@vcgcb.ca.gov
	Phone: (916) 491-3673
VCGCB Contract Section:	Name: Megan Vinson, Contract Analyst
	Email: Megan.Vinson@vcgcb.ca.gov
	Phone: (916) 491-6469
VCGCB Accounting/Billing:	Name: Lynnette Freitag, Accounting Manager
	Email: Lynnette.Freitag@vcgcb.ca.gov
	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, 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, billing month and year, employee name, position/classification, time base, salary and/or hourly rate, and all other applicable line items. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice. Invoices and timesheets/attendance records shall be mailed no later than the 15th of the month to:

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

- c. The District Attorney's Office shall submit a final year-end invoice within forty-five (45) calendar days after June 30th of each year during the term of this contract. The final reimbursement to the District Attorney's Office shall be contingent upon the receipt and approval of the final year-end invoice by 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, VCGCB shall have no liability to pay any funds 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, VCGCB shall have the option to either cancel this contract with no liability occurring to 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 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. VCGCB reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by VCGCB. Notification will be provided to the county before any action is taken.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

3. PROMPT PAYMENT CLAUSE

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. PERIOD OF PERFORMANCE

The period of performance for this contract shall be for a period of one (1) year. The option to amend the contract for a second (2nd) year and an option to amend for a third (3rd) year shall be at the sole discretion of the VCGCB, and contingent upon available funding for each fiscal year and DGS approval. Any and all amendments to this agreement shall be made in writing.

5. COST LIMITATION

The total amount of this agreement shall not exceed \$89,124.00 for fiscal year 2016/17. Should the VCGCB elect to amend the agreement, as provided for in Exhibit B, Paragraph 4. Period of Performance, the amended amount shall not exceed \$89,124.00 for fiscal year 2017/18, and \$89,124.00 for fiscal year 2018/19.

6. REDUCTION OF CONTRACT AMOUNT

VCGCB reserves the right to reduce the amount of the contract if 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, VCGCB will provide a written explanation to the District Attorney within thirty (30) days of said decision.

EXHIBIT B-1
BUDGET PAGE

Place Holder

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: The General Terms and Conditions will be included in the contract by reference to Internet site <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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 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 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. 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 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 (2) weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, 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 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 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. VCGCB reserves the option of not reimbursing overtime that exceeds the dollar amount for the fiscal year.

2. PERFORMANCE ASSESSMENT

- a. VCGCB shall assess and evaluate the Specialists performance based on data from CaRES.
- b. VCGCB shall monitor performance under the contract and on a monthly basis report performance to the Specialist.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- c. VCGCB may set performance and production expectations or goals for the Specialist 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. VCGCB will provide written notice of the performance and production expectations to the Specialist and their supervisor/manager. If the Specialist fails to achieve the performance and production expectations set by VCGCB within ninety (90) days of receipt of written notice, 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 Specialist shall make available to 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 VCGCB anticipates meetings or training classes in Sacramento, only the primary 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 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, VCGCB reserves the option of not reimbursing the expenses.

5. MOVING

- a. 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 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.

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. VCGCB will not reimburse the District Attorney's Office for lost production time.

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SPECIAL TERMS AND CONDITIONS

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 policies, guidelines, procedures, directives, and memos pertaining to the use of CaRES, regardless of whether or not the services of such staff persons are paid for by VCGCB. VCGCB reserves the right to revoke access to CaRES at any time and to amend this agreement to align with changing or updated requirements around the procurement, usage, disposition, and security of State IT assets, which may include, but not be limited to, computers systems, software, and equipment.

8. EQUIPMENT:

a. Written Request and Approval Prior to Purchase

The District Attorney's Office shall obtain prior written authorization from 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. 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 County Purchase Request Form (Attachment VII) to the attention of VCGCB's 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 ", computer systems, software, printers, copiers, fax machines, and any associated maintenance contracts as well as monthly maintenance fees, as deemed necessary and upon preapproval by VCGCB, shall be provided and/or reimbursed by VCGCB. Specifically, if VCGCB purchases equipment, then VCGCB will configure, and provide support for equipment and pre-installed 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. VCGCB strongly recommends purchasing a maintenance agreement that provides on-site support within 24 hours. The District Attorney is responsible for budgeting dollars through this contract to cover those support and/or maintenance service contract costs. VCGCB is not a party to such contract.

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

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SPECIAL TERMS AND CONDITIONS

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

The District Attorney agrees to apply all security patches and upgrades, and keep anti-virus software executing and up-to-date on any machine on which VCGCB data may be used. All machines must be configured to accept and apply software and security updates for all software installed on the computer. This includes the operating system, applications, programs, utilities, and anti-virus software.

VCGCB reserves the right to access and audit all IT assets purchased or reimbursed under this agreement, including software, equipment, and computers, to ensure they are patched, used, and operating in a manner consistent with State policy and the terms of this contract as needed.

All personal computers should be using the following hardware, or an approved equivalent, which is the current standard for VCGCB:

- Intel 4th Generation Multi-Core i7 Processor
- 8 GB RAM
- 500 GB Hard Drive
- Network Port
- USB Port(s)
- 24" Flat Panel monitor
- USB Keyboard
- USB Mouse or Trackball

All personal computers should be using the following software, or an approved equivalent, which is the current standard for VCGCB:

- Microsoft Windows 7 Enterprise Operating System
- Internet Explorer 11 or Edge **
- Windows Media Player **
- Microsoft Office 2010
 - Word
 - Excel
 - PowerPoint
 - Outlook
- Adobe Reader
- Adobe Flash Player
- Java 8
- McAfee VirusScan Enterprise 8.8
- Verdiem Surveyor Client (Energy Management Software)

** Installed with the Operating System

The District Attorney's Office shall obtain prior written authorization from VCGCB prior to installing any equivalent or additional software on purchased or reimbursed equipment. Requests should be sent to: help.desk@vcgcb.ca.gov.

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SPECIAL TERMS AND CONDITIONS

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. VCGCB reserves the right to deny any expenses that are deemed ineligible by the state.
- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan with their budget demonstrating how the indirect cost rate was calculated. 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. VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLAs) issued by the county.

10. TERM OF CONTRACT:

The period of performance for the contract will be July 1, 2016 through June 30, 2017.

11. INVENTORY:

Capitalized assets and non-capitalized assets, shall remain the property of VCGCB and shall bear identification tags supplied by VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, using the County Inventory Form (Attachment VIII). The completed form shall be submitted to VCGCB's Restitution Analyst in an electronic format by July 5th of each fiscal year.

VCGCB reserves the right to request current and complete inventory listings, and to remotely access for audit purposes, all IT equipment provided or procured through this contract.

In the event of termination of this contract, 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 VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of VCGCB.

All equipment procured or supplied under this contract will be the property of VCGCB and will be administered according to State policy for the duration of its lifecycle, from procurement through disposal. Equipment that has reached its functional end of life must be returned to VCGCB for disposal, unless preapproval is obtained from VCGCB for using an alternate method of disposal. All hard drives must be encrypted or cleansed prior to shipment. Contact VCGCB for instructions on handling, shipping, and disposal by sending an email to: help.desk@vcgcb.ca.gov.

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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 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 VCGCB (refer to VCGCB Information Security Policy, 15-001, Attachment I).

VCGCB's COR in Sacramento shall be notified when an applicant or an 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 VCGCB's Executive Officer, Chief Deputy Executive Officer, a Deputy Executive Officer, or Legal Office.

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 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 VCGCB. The Specialist, their supervisor/manager, 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 VCGCB Confidentiality Statement (Attachment II). Staff is required to fill out and submit a signed copy of VCGCB's Acknowledgement of Policies (Attachment V) to:

Victim Compensation and Government Claims Board
Revenue Recovery Branch
P. O. Box 1348
Sacramento, CA 95812-1348

The District Attorney shall be responsible for any unauthorized disclosure by District Attorney staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by VCGCB, and shall indemnify, defend and save harmless the state, its officers, agents and employees from any and all applications, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

13. COMPLIANCE WITH FRAUD POLICY

The District Attorney shall ensure that all staff reviews and complies with the requirements of VCGCB's Fraud Policy (Attachment III). Staff is required to fill out and submit signed copies of the VCGCB's Acknowledgement of Policies (Attachment V), VCGCB Information Systems Security and Confidentiality (Attachment X), and Acknowledgement VCGCB Privacy Policy Acknowledgement Form (Attachment XII), to:

Victim Compensation and Government Claims Board
Revenue Recovery Branch
P. O. Box 1348
Sacramento, CA 95812-1348

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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
Office of Audits and Investigations
400 R Street, Suite 423
Sacramento, CA 95811

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 CalVCP 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 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 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 VCGCB for a mailing list which has not been authorized by VCGCB.
- e. Represent himself or herself as a VCGCB employee.
- f. Take any action with regard to a CalVCP claim, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

It shall be the District Attorney's responsibility to ensure that every staff person assigned to provide contracted services to 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 VCGCB's Legal Office at (916) 491-3605.

16. Security and Privacy Compliance

The District Attorney's staff assigned to perform services for VCGCB must adhere to the following:

- a. Do not attempt to access the CaRES application from any location other than your assigned work location, this includes restrictions on working remotely.
- b. Do not share individual login ID and password with other staff.
- c. Do not allow your computer to remember your password to the CaRES application
- d. Do not walk away from your computer without locking the screen (Ctrl-Alt-Delete).
- e. Email is not secure. Do not send Personal Identifiable Information (PII) via email. Use application numbers, bill numbers and initials only (if necessary). Use encrypted email if you must send email containing PII information.
- f. Do not leave documents with PII unattended on printers or fax machines, or in cubicles, offices or conference rooms.
- g. Do not visit untrusted websites or open any attachments or links from untrusted email.
- h. Do not uninstall or disable anti-virus software and automatic updates.
- i. Do not install any unauthorized or unlicensed software.
- j. Do not plug a mobile phone, personal USB drive or other peripheral device into the network system or desktop computer.
- k. Do not disclose any PII information to unauthorized users.
- l. Any virus attacks, security violations, and privacy breach, should be immediately reported to your county Information Security Officer, your supervisor, your Restitution Analyst, and the Restitution Recovery Manager. You must also notify the VCGCB IT Division by sending an email to: help.desk@vcgcb.ca.gov.

The District Attorney's staff may be required to complete the Information Technology Security Awareness and/or Privacy training. If these sessions are deemed necessary VCGCB will provide advance notice and coordinate the sessions with the District Attorney. The users have to read and adhere to VCGCB policy and procedure and are required sign the applicable acknowledgment forms during hire and annually thereafter.

The District Attorney shall be responsible for any unauthorized access or 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.

17. 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 VCGCB's Main File Room (MFR). The MFR will purge these case files and forward to the State Record Center (SRC) for an

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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.


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

18. 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.

19. TERMINATION FOR CONVENIENCE

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 VCGCB within thirty (30) calendar days of the date of termination.

		<h2>POLICY MEMO</h2>
SUBJECT: Information Security Policy		
DATE ISSUED: March 17, 2015		EFFECTIVE DATE: Immediately
SUPERCEDES: 06-00-003		EXPIRES: Indefinite
MEMO NUMBER: 15-001		ISSUED BY: Information Technology Section
PURPOSE	<p>The Victim Compensation and Government Claims Board's (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.</p>	
INFORMATION SECURITY PROGRAM	<p>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.</p>	
RESPONSIBILITY	<p>The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the VCGCB Executive Officer.</p> <p>The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.</p> <p>The ISO 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>RESPONSIBILITY (cont.)</p>	<p>The Information Technology 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 ISO.</p>
<p>COMPLIANCE</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.</p> <p>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. The VCGCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.</p>
<p>RISK MANAGEMENT</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 the 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 ISO operates the Information Security Risk Management program. Under this program, the ISO participates in the development of new information systems and periodically assesses existing information systems to identify and mitigate information security risks. The ISO works with the appropriate 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>LIFE CYCLE PLANNING</p>	<p>The VCGCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.</p>

LIFE CYCLE PLANNING (cont.)	Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.
AWARENESS AND TRAINING	The VCGCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all VCGCB employees, consultants, and contractors.
PHYSICAL SECURITY	The VCGCB safeguards its business areas and resources to protect and preserve the availability, confidentiality, and integrity of the department's information assets. Only authorized individuals are granted physical access to sensitive VCGCB business areas.
CONTINGENCY AND DISASTER PREPAREDNESS	<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>
INCIDENT HANDLING	<p>The VCGCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.</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 refers them to state and federal authorities when appropriate.</p>
IDENTIFICATION AND AUTHENTICATION	<p>All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.</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>
ACCESS CONTROL	Access to all VCGCB information systems and information assets is controlled and the owner of each system or information asset must approve all user access. Users are provided access to only those systems and information assets required to perform their current VCGCB duties.

<p>ACCESS CONTROL (cont.)</p>	<p>The 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>AUDIT TRAIL</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>DATA OWNERSHIP</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>INFORMATION CLASSIFICATION</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 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>INFORMATION SYSTEM SECURITY PRACTICES</p>	<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 ISO has approved a specific exception.</p>
<p>AUTHORITY</p>	<ul style="list-style-type: none"> • Government Code sections 19572 and 19990 • State Administrative Manual (SAM) sections 4800 and 5300 through 5360 • Government Code section 8314 • Applicable employee Memoranda of Understanding • State Information Management Manual (SIMM)


CONTACT	For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at iso@vcgcb.ca.gov .
DISTRIBUTION LIST	All VCGCB staff

<p style="text-align: center;">C O N F I D E N T I A L</p> <p style="text-align: center;">VICGCB</p> <p style="text-align: center;">Victim Compensation & Government Claims Board</p>	<p>CONFIDENTIALITY STATEMENT</p>
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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 15-001 and that all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with the VCGCB.

State Employees and Contractors:

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

- Access, inspect, use, disclose, or modify information *only* to perform job duties.
- Never access, inspect, use, disclose, or modify information, including my own, for curiosity, personal gain, or any non-VCGCB business related reason.
- Never attempt to access, use, disclose, or modify information, including my own, for any non-VCGCB business or personal reason.
- Secure confidential information in approved locations and dispose of confidential information or confidential materials using the confidential destruction receptacle. Not destroy any original copies of information submitted to the VCGCB without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Log off of computer access to VCGCB data and information when not using it.
- Never remove confidential information from my work site without prior authorization from the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never disclose personal information regarding anyone other than the requestor unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel. "Personal Information" means any information that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, medical or employment history, or statements made or attributed to the individual.

Confidentiality Statement (cont.)

- Never disclose any information related to a Victim Compensation Program (VCP) application, including whether an individual has filed a VCP application, unless it is under the following circumstances: 1) the request for information is from an applicant or the applicant's authorized representative regarding his or her own application, 2) the disclosure is for the purpose of verifying claims and the applicant has provided a signed authorization to release information, or 3) are authorized to disclose the information by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or Legal Counsel.
- Never release a copy of a law enforcement report to any individual, including a VCP applicant. Law enforcement reports include, but are not limited to, reports by police, CHP, sheriff departments, DOJ, FBI, Child Protective Services, and the Department of Social Services.
- Never disclose a Felon Status Verification Request completed by DOJ to any individual outside of the VCGCB.
- Never disclose any other information that is considered proprietary, copyrighted, or otherwise protected by law or contract.
- Inform the VCGCB Public Information Officer immediately of any request made under the Public Records Act (Gov. Code, § 6250 et. seq.).
- Inform a server of a subpoena that the subpoena shall be personally served on the VCGCB at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. Contact the VCGCB Legal Office at 916-491-3605 regarding any subpoena received by the Board.
- Notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

I, AS
INITIAL acknowledge that as a state employee or individual performing work pursuant to a contract with the VCGCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the VCGCB Information Security Policy, Memo Number 15-001. If I have any questions, I will contact VCGCB's Legal Office or Information Security Officer.

I, AS
INITIAL acknowledge that the unauthorized access, inspection, use, or disclosure of confidential information is a violation of applicable laws, including but not limited to, the following: Government Code sections 1470 et seq, 6254.17, and 19990(c), Civil Code section 1798 et seq., and Penal Code section 502. I further acknowledge that unauthorized access, inspection, use, disclosure, or modification of confidential information, including my own, or any attempt to engage in such acts can result in:


- Administrative discipline, including but not limited to: *reprimand, suspension without pay, salary reduction, demotion, and/or dismissal from state service.*
- Criminal prosecution.
- Civil lawsuit.
- Termination of contract.

I, AS
INITIAL expressly consent to the monitoring of my access to computer-based confidential information by the VCGCB or an individual designated by the VCGCB.

CERTIFICATION

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the VCGCB Information Security Policy, Memo number 15-001
I also understand that improper use of VCGCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files, data, and information once my employment, contract, or affiliation with the VCGCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

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




Signature
GILES FEINBERG

Name (Print)

6/16/16

Date

	POLICY MEMO
SUBJECT: Fraud Policy	
DATE ISSUED: March 2013	EFFECTIVE DATE: Immediately
SUPERSEDES: #09-008	EXPIRES: Indefinite
MEMO NUMBER: 13-001	ISSUED BY: Executive Office

PURPOSE	To clarify acts that are considered fraudulent, assign responsibility for the conduct of investigations, and describe steps to be taken in the event fraud is suspected.
POLICY	<p>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 promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with the VCGCB.</p> <p>The VCGCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.</p>
ACTIONS CONSTITUTING FRAUD	<p>Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:</p> <ul style="list-style-type: none"> • 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. • 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. The OAI will coordinate all investigations, both internal and external. Pertinent investigative findings will be reported to Executive Management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with Executive Management.

	Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to the VCGCB.
CONFIDENTIALITY	<p>All information received by the OAI is treated as confidential to the extent permitted by law. 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.</p> <p>The OAI will not disclose or discuss the investigation results 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 person(s) suspected but subsequently found innocent of wrongful conduct, and to protect the VCGCB from potential liability.</p>
DISTINCTION FROM OTHER POLICIES	This policy is not intended to address employee work performance issues which should be directed to the employee's supervisor/manager. 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.
AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD	<p>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.</p> <p>Members of the OAI will have:</p> <ul style="list-style-type: none"> • Unrestricted access to all relevant VCGCB manual/electronic records. • Communication with any personnel deemed appropriate in the course of an investigation.
REPORTING PROCEDURES	<p>Any employee who suspects fraud or has received an external fraud complaint will immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the OAI directly.</p> <p>An employee should complete an <i>Investigation Referral Form</i> to report the suspected fraudulent activity to the OAI. A copy of this form is attached and is also accessible on the Boardnet</p> <p>Employees should direct external complainants to the VCGCB website for instructions to report fraud. There are four reporting options available:</p> <ul style="list-style-type: none"> • Send an email to the fraud hotline at FraudHotline@vcgcb.ca.gov • Call the toll-free telephone line at 1 (855) 315-6083 • Write to the OAI at 400 R. Street, Suite 423, Sacramento, CA 95811 • Fax to the OAI at (916) 491-6409. <p>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.</p>
CONTACT	For questions about this policy, contact your supervisor/manager or the Chief Internal Auditor at (916) 491-3875.
DISTRIBUTION LIST	All VCGCB Staff, Joint Powers Staff, Criminal Restitution Compact Staff, and Victim Witness Centers.



INVESTIGATION REFERRAL FORM

Involved Division/County (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Victim Compensation Division | <input type="checkbox"/> Fiscal Services Division |
| <input type="checkbox"/> Application Intake Section | <input type="checkbox"/> Budget Section |
| <input type="checkbox"/> Eligibility Determination Section | <input type="checkbox"/> Accounting Section |
| <input type="checkbox"/> Benefit Determination Section | <input type="checkbox"/> Government Claims Program |
| <input type="checkbox"/> County Liaison and Support Section | <input type="checkbox"/> Restitution Recovery Section |
| <input type="checkbox"/> Mental Health Section | <input type="checkbox"/> Liens & Overpayment Recovery Section |
| <input type="checkbox"/> Appeals Process Section | <input type="checkbox"/> Legislation & Public Affairs Division |
| <input type="checkbox"/> Policy, Planning and Research Section | <input type="checkbox"/> Legislation Section |
| <input type="checkbox"/> Customer Service Section | <input type="checkbox"/> Regulations Section |
| <input type="checkbox"/> Administration Division | <input type="checkbox"/> Training Section |
| <input type="checkbox"/> Human Resources Section | <input type="checkbox"/> Communications & Outreach Section |
| <input type="checkbox"/> Information Technology Section | <input type="checkbox"/> Joint Powers County |
| <input type="checkbox"/> Business Services Section | <input type="checkbox"/> Criminal Restitution Compact County |

Nature of Complaint (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Services not rendered | <input type="checkbox"/> Provider licensure issue |
| <input type="checkbox"/> Unnecessary services | <input type="checkbox"/> Identity theft |
| <input type="checkbox"/> Excessive billing | <input type="checkbox"/> Forgery/alteration of documents |
| <input type="checkbox"/> Double billing | <input type="checkbox"/> Misappropriation of State assets |
| <input type="checkbox"/> Upcoding and Unbundling | <input type="checkbox"/> Other (Please describe): |

Complainant

- Employee Claimant Provider Attorney/Representative Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date



INVESTIGATION REFERRAL FORM

Complaint Against

Employee Claimant Provider Attorney/Representative Other

Name of the involved

Name(s) of other parties involved

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?)



INVESTIGATION REFERRAL FORM

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.

Approving Deputy Executive Officer:

Proceed to OAI Return to Requestor

Reason for Return:

Deputy Executive Officer Signature

Date

To assist in the processing of a complaint involving a CalVCP application, 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.

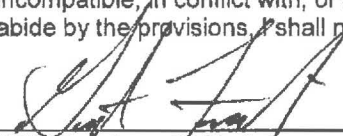
In referring the matter, the JP or CRC employee must complete an Investigation Referral Form and forward it to the OAI.

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
 Giles Feinberg

Typed or Printed Name


 Manager/Supervisor Signature
 Gena Castro-Rodriguez

 Type or Printed Name
 San Francisco

 County

6/14/16

 Date
 Victim/Witness Investigator I

 Classification Title
 6/14/16

 Date
 Chief, Victim Services Division

 Classification Title
 VCGC6078

 Contract Number

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories must 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, Medicare, 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 Victim Compensation and Government Claims Board (VCGCB) must be requested in writing by the county and approved in writing by VCGCB prior to purchase. All requests must be submitted on the **County Purchase Request Form**. Further, VCGCB reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs/indirect costs cannot be charged to a direct cost category because they are not readily identifiable to a specific program. Indirect 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 overhead costs. For further information, please refer to Exhibit D 9.

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.

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 Specialist attended a conference in Sacramento, 100 miles @ 0.54 per mile = \$54.00.

Equipment (Capitalized Assets)

Capitalized assets includes equipment **with** an acquisition cost 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	Hours Worked	% billed
SALARIES AND WAGES	Billed Amount				
Name:					
Name:					
Name:					
Name:					
Name:					
FRINGE BENEFITS	Billed Amount	PERCENTAGE OF SALARY / DESCRIPTION			
Name:					
Name:					
Name:					
Name:					
Name:					
PERSONNEL SERVICES TOTAL					
Operating and Overhead Expenses	Billed Amount	DESCRIPTION OF EXPENSES			
I. FACILITY OPERATIONS					
Rent					
Utilities					
II. OPERATING EXPENSES					
Postage					
Data Processing (SPECIFY)					
Office Supplies					
Telephone					
III. TRAINING (specify date, location, purpose)					
IV. TRAVEL (specify date, location, purpose)		REIMBURSED AT CURRENT CalHR RATES			
Mileage (SHOW CALCULATION)					
V. INDIRECT COSTS (± 10% salary/fringe)					
VI. EQUIPMENT					
OPERATING & OVERHEAD EXPENSES TOTAL					
TOTAL EXPENDITURES					
<i>I certify that this is a true billing of expenditures.</i>					
ACCOUNTING OFFICER SIGNATURE			DATE		
NAME AND TITLE			TELEPHONE NUMBER		
ADDRESS PAYMENTS SHOULD BE SENT TO:					

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

<p>The following information must be provided in order for authorization to be granted for the purchase of equipment through the County's contract. As stated in the contract, all equipment purchases must be justified by the requesting County and approved by the VCGCB. If the request is not approved by the VCGCB, the purchase <u>will not</u> be authorized for payment through the contract. A separate form must be completed for each piece of equipment being requested.</p>			
1.	COUNTY CONTACT INFORMATION		
	County:	Contract Number:	Fiscal Year Funded:
	Contact Name:	Address:	Phone Number:
	Email:		
2.	EQUIPMENT REQUEST		
<p>Submission of this form is not a guarantee of equipment approval. The VCGCB's CRC/JP Analyst, Business Services Section (BSS) Analyst, and Information Technology Section (ITS) Analyst, will verify the request and make recommendations based on appropriateness and pricing. Alternatives may be recommended. Incomplete forms will be returned to the County. <i>Note: Acquisition of an equipment maintenance plan is the responsibility of the County, and may be funded through the contract.</i></p>			
	Equipment Type:	Make:	Model:
			Cost:
	Software: (e.g., Windows 7, Microsoft Office Suite)		Cost:
	Equipment Maintenance Plan: (describe terms/pricing)		Cost:
<p>Explain how payment for the equipment shall be made: (approved in contract budget, purchased by VCP, other)</p>			
3.	PURCHASE JUSTIFICATION		
<p>Explain in full detail why this equipment is needed (replacing equipment that is over 5 years old, ongoing equipment performance issues, additional staff, etc.). You may be contacted by the CRC/JP Analyst to provide additional information.</p>			
4.	COUNTY AUTHORIZATION		
<p>By signing this form, the County Coordinator/Supervisor agrees that the information provided is accurate and true, and that the equipment/software is necessary to conduct State business. The coordinator/supervisor is also accepting responsibility to ensure that upon receipt, the asset tag provided for this equipment will be properly affixed to the equipment.</p>			
	County Coordinator/Supervisor Signature:		Date:
5.	PURCHASE APPROVAL		
<p>If the purchase is approved, a fully executed copy of the County Purchase Request Form will be returned to the County Contact (see Page 2). The County may then proceed with their equipment purchase. Carefully review the approval as alternative equipment may have been authorized.</p>			

NOTE: Retain a copy of this document for further processing. After equipment has been acquired, the County will be required to complete the VCGCB Asset Identification Form. This form will provide the VCGCB with the information needed to document the equipment specifications and serial number. Upon receipt by the VCGCB, an asset tag will be assigned and sent to the County with further instructions.

COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification
Authorization Request Form)

For VCGCB Staff Use Only:			
<p>The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSS/ITS Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSS for further review and processing.</p>			
CRC / JP Analyst Staff Comments:			
This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Denied		CRC/JP Analyst Name:	Date:
CRC / JP Manager's Signature (required)	Signature:		Date:
<p>The BSS Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSS will forward to ITS for additional review/approval.</p>			
BSS Approval / Comments (include Approved Changes or Denial details in this section):			
This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied		Approved by (BSS Analyst):	
BSS Manager's Signature (required)	Signature:	Date:	ITS Review/Approval Required? Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The ITS Analyst is responsible for determining if the IT equipment requested is compatible with VCGCB equipment and/or meets all requirements to interface with the VCGCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITS and BSS will consult regarding equipment replacement, as necessary.</p>			
ITS Approval / Comments (include Approved Changes or Denial details in this section):			
This request is: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Changes <input type="checkbox"/> Denied		Approved by (ITS Analyst):	
ITS Manager's Signature (required for IT purchases only)	Signature:		Date:

COUNTY PURCHASE REQUEST FORM: INSTRUCTIONS AND RESPONSIBILITIES

County Staff Responsibilities - Request

1. County staff will complete each section of the County Purchase Request Form (form) and obtain County authorization.
2. The County will then submit the form to their assigned CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Review

1. CRC/JP Analyst reviews form to verify it is completed correctly and that sufficient funds are available.
 - If the form is not filled out correctly, **the form is returned** to the County with instructions on how to proceed (i.e., complete cost, provide justification, etc.).
2. CRC/JP Manager will either sign and approve the form, or deny the request and return the form to the County with an explanation of the denial.
3. If approved, CRC/JP Analyst will send the signed, approved form to BSS for further processing.

BSS Staff Responsibilities - Process

1. BSS staff will verify the equipment/cost and accept or make recommendations based on appropriateness and pricing. If the request is acceptable, the BSS Manager will sign and approve the form.
 - If the form is not filled out correctly, BSS staff will note the necessary changes needed and returns the form to CRC/JP Analyst.
2. BSS will note on the form whether Approved, Approved w/Changes, or Denied. Changes or reason for denial **will** be noted on the form.
3. BSS will make a copy of the form and return the signed copy to the CRC/JP Analyst for processing.
 - If the form includes a request for IT equipment, BSS will first forward the form to ITS for processing.

ITS Staff Responsibilities - Process

1. ITS will verify that the purchase is appropriate/compatible and authorize the IT equipment by checking "Approved".
 - If alternate equipment is recommended, ITS will check "Approved w/Changes" and explain the reason for the change.
 - If the equipment request is not approved, ITS will check "Denied".
2. ITS will route the form to BSS for further processing.
3. Upon receipt, BSS will make a copy of the form and return it to the appropriate CRC/JP Analyst.

CRC/JP Analyst Responsibilities - Status

1. The CRC/JP Analyst can then notify the County of the status of the request, and if it has been approved, to proceed with their purchase.

County Staff Responsibilities – Asset/Inventory

1. Once the new equipment is received, County staff will complete a State Asset Identification Form and submit it within 10 business days to the VCGCB's Business Services Section at BSS.Support@vcgcb.ca.gov and cc the CRC/JP Analyst.
2. An asset tag(s) will be sent from the VCGCB to County staff once the equipment has been received.
 - A BLUE asset tag will be issued for non-IT equipment; a RED asset tag will be issued for IT equipment.
3. County staff will affix the asset tag(s) to the new equipment.

Annual Inventory: By June 20th of each fiscal year, County staff must submit a completed County Inventory Form which details all equipment purchased with VCGCB funds. This form must be returned to the VCGCB's Business Services Section at BSS.Support@vcgcb.ca.gov with a cc to the CRC/JP Analyst by **June 30th of the current fiscal year**. A copy of the reconciled County Inventory Form will be returned to the County for their records and the CRC/JP Analyst will be cc'd.

VCGCB County Inventory Form

Attachment VIII

In accordance with Exhibit D.11 of the Victim Compensation and Government Claims Board (VCGCB) contract with the County, the VCGCB Inventory Form must be completed and returned to the VCGCB no later than July 5th of each year.

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

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

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

Asset Inventory

•Asset Type	Location	Serial Number	Model	Manufacturer	Asset Tag #	Comments

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

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

VCGCB Asset Identification Form

As required by the State Administrative Manual and the County contracts, all assets purchased with State funds must be properly identified and inventoried, and an asset tag affixed to the asset. To comply with these State requirements, please complete the information provided below.

Upon completion, a copy of this form must be emailed to the VCGCB at: BSS.Support@vcgcb.ca.gov.

County Name	VCGCB Contract Number	Address
County Contact Name	Phone Number	Email Address

ASSET INFORMATION	
(To be completed by the County; use Page 2 for additional items)	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: copier, shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

COUNTY ACKNOWLEDGEMENT	
<p>A complete accounting of all assets and corresponding asset tags must be provided to the VCGCB by the 5th of July of each Fiscal Year. Counties must use the <u>County Inventory Form</u> provided with their contract (see Contract Attachments) to account for and report all assets purchased with VCGCB funds. The County Coordinator/Supervisor understands and accepts responsibility for submission of a complete and accurate County Inventory Form for the current Fiscal Year.</p>	
<p>By signing below, you acknowledge that all asset tags will be properly affixed to equipment purchased with VCGCB funds, and that an accounting of all assets will be reported at the end of the Fiscal Year, as indicated above:</p>	
County Coordination/Supervisor (required):	Date:

ASSET TAG	
Asset Tag(s) Provided to CRC/IP Analyst By:	Asset Tag(s) Sent to County By:
BSS/ITS Analyst: _____ Date: _____	CRC/IP Analyst: _____ Date Sent: _____
<p>Once the purchase has been completed, the VCGCB's BSS/ITS staff will update its asset management system to include the equipment purchased for the County. An asset tag will be assigned and sent to the County. The County must properly affix the asset tag to the equipment upon receipt.</p>	
Asset Tag Number To be provided by the VCGCB	

Non-IT = Blue Asset Tag IT = Red Asset Tag

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the VCGCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the VCGCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the VCGCB	ASSET TAG

ASSET INFORMATION	
*Asset Type	
Location/Address	
Make/Model	
Serial Number	
Asset Tag Number To be provided by the VCGCB	ASSET TAG

*The following examples represent the types of assets that must be inventoried: IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, etc. Non-IT Assets: copier, shredder, recorder, TV, all furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

Victim Compensation and Government Claims Board

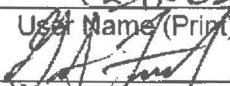

INFORMATION SYSTEMS SECURITY AND CONFIDENTIALITY ACKNOWLEDGEMENT

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

I UNDERSTAND THAT I MUST:

Read and understand the VCGCB Information Security Policy.	Access VCGCB systems and networks using only my assigned confidential user identifiers and passwords.
Ensure that my personal use of the internet is minimal and incidental; use shall not violate other terms of established policy, be used in an unethical manner, or incur additional costs to the State.	Take precautions to prevent virus contamination of VCGCB data files, and report any suspected virus or other destructive programs immediately to the Information Technology Section Help Desk.
Notify the VCGCB Information Security Officer immediately of any actual or attempted security violations including unauthorized access, theft, and destruction; misuse of systems equipment, software, or data.	Not attempt to monitor or tamper with another user's electronic communications or read, copy, change, or delete another user's files or software without the explicit agreement of the owner or per management direction.
Exercise care in protecting confidential data including the use of encryption technology whenever it is required and/or provided by the VCGCB.	Not perform any act that interferes with the normal operation of computers, terminals, peripherals, or networks at VCGCB.
Change passwords at the prescribed expiration intervals.	Not disable the virus protection software installed on the VCGCB network and personal computers.
Comply with all applicable copyright laws.	Follow certified destruction procedures for information disposal to prevent the unauthorized disclosure of data.
Not attempt to circumvent data protection schemes and report to the Information Security Officer immediately any newly identified security vulnerabilities or loopholes.	Not use VCGCB electronic systems to send, receive, or store material that violates existing laws or is of a discriminating, harassing, derogatory, defamatory, threatening, or obscene nature.
Use only VCGCB approved hardware and software and never download from the internet or upload from home.	Use care to secure physical information system equipment from unauthorized access, theft, or misuse.
Not illegally use or copy VCGCB software.	Not share individual account passwords.
Access only system areas, functions, or files that I am authorized to use.	
Use VCGCB information assets and computer resources only for VCGCB business-related purposes.	


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

ELIAS FEINBERG
 User Name (Print)

 User Signature

 Manager/Supervisor Signature

VSCU
 Division/Unit
6/16/16
 Date
6/16/16
 Date
415-553-1827
 Phone Number
415-739-3059
 Phone Number

Filing Instructions:

For VCGCB employees, the signed original is to be forwarded to your immediate supervisor. The document will be retained in the Official Personnel File. For contractors, the signed original is to be retained in the contract file. For all other users, the signed original is to be retained by the user's manager or supervisor.

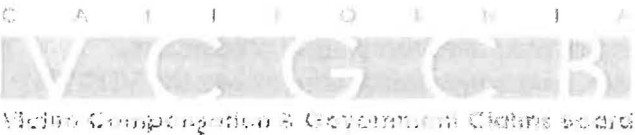
	POLICY MEMO
SUBJECT: Acceptable Use of Technology Resources	
DATE ISSUED: April 3, 2015	EFFECTIVE DATE: Immediately
SUPERCEDES: 11-002	EXPIRES: Indefinite
MEMO NUMBER: 15-003	ISSUED BY: Information Technology Section
PURPOSE	<p>The Victim Compensation and Government Claims Board's (VCGCB) <i>Acceptable Use of Technology Resources Policy</i> does the following:</p> <ul style="list-style-type: none"> • Defines the rules for the use of the VCGCB network, wireless network, computer systems, Internet, and other technology resources such as email, desktop workstations, mobile devices, and telephones. • States clearly that state technology resources are to be used for state business purposes; and, • Establishes that the Information Technology Section (ITS) routinely monitors VCGCB technology resources to identify improper use.
POLICY	<p>It is the policy of the VCGCB that:</p> <ul style="list-style-type: none"> • Use of technology resources must comply with the laws and policies of the United States Government and the State of California. • Each user's assigned job duties and responsibilities are appropriate and regulated. • Restrictions to VCGCB ITS assets are based on a staff person's business need (need-to-know).

POLICY (cont.)	<ul style="list-style-type: none"> • VCGCB's ITS staff may monitor the network continuously and/or periodically to ensure compliance.
APPLICABILITY	<p>This Policy applies to:</p> <ul style="list-style-type: none"> • All employees, temporary staff, contractors, consultants, and anyone performing work on behalf of the VCGCB. <p>Note: If any provisions of this Policy are in conflict with a Memoranda of Understanding (MOU), the applicable sections of the MOU will be controlling.</p>
MANAGEMENT RESPONSIBILITIES	<ul style="list-style-type: none"> • Authorize staff to use the network-based resources for appropriate business need. • Ensure that staff has reviewed all appropriate policies, and signed the Acceptable Use of Technology Resources Policy Acknowledgement form. • Report any violations to the VCGCB Information Security Officer (ISO).
USER RESPONSIBILITIES	<ul style="list-style-type: none"> • Act in the best interest of the VCGCB by adhering to this Policy. • Use discretion when using VCGCB information technology assets. • Access only the VCGCB resources that they are authorized to use. • Use the system only for its designed purposes. • Keep all passwords confidential. • Refrain from illegal activities, including unethical or obscene online behavior. • Access only acceptable material on the Internet. • Report any violations to a supervisor/manager.
REQUESTS FOR EXCEPTION	<p>Requests for exceptions must be submitted to the VCGCB Help Desk via email at Helpdesk@vcgcb.ca.gov or call x3800 during business hours from 8:00 AM to 5:00 PM.</p>

<p>ACCEPTABLE ACTIVITIES</p>	<p>The following are examples of acceptable activities:</p> <ul style="list-style-type: none"> • Access only those systems and information assets required to perform current VCGCB duties. • Using a VCGCB state-issued IT asset to connect to VCGCB services to conduct VCGCB business activities. • Accessing folders, files, and images stored on the VCGCB network for business purposes that are consistent with the staff person's job duties and network privileges. • Using approved training material related to a user's duties for business-related knowledge or professional growth. • Use the Internet to view sites, such as governmental and professional societies. • Incidental use during breaks and lunch. (Incidental use must be minimal and must comply with all applicable VCGCB policies, practices, and guidelines).
<p>RESTRICTION ON THE USE OF STATE IT RESOURCES</p>	<p>The following are examples of unacceptable activities:</p> <ul style="list-style-type: none"> • Per Government Code section 8314, the following restrictions apply: incidental personal use that may create legal action, embarrassment, or interferes with the employee's normal work. • Use of VCGCB IT resources for personal business, or personal gain. • Intentionally attempting to access information resources without authorization. • Accessing another employee's IT resource without permission. • Using another employee's log-on identification credentials. • Use for any illegal, discriminatory, or defamatory purpose, including the transmission of threatening, obscene, or harassing messages.

RESTRICTION ON THE USE OF STATE IT RESOURCES (cont.)	<ul style="list-style-type: none"> • Interfering with another employee's ability to perform their job duties or responsibilities. • Browsing inappropriate websites such as those that contain nudity or sexual content, malicious content, or gambling. • Installing or connecting unauthorized software or hardware on a VCGCB-owned and/or managed information resource. • Storing personal nonbusiness-related data, such as pictures and multi-media files, on any VCGCB IT resource. • Transmitting confidential information to external recipients without using encryption approved by the VCGCB ISO, and being necessary to execute the employee's specified job duties and responsibilities.
INCIDENT REPORTING	Any incident must be reported immediately to a supervisor/manager and the ISO.
VIOLATIONS	Employees who violate this Policy may be subject to revocation of their access to the network, and disciplinary action up to, and including, dismissal. The VCGCB will investigate all alleged violations and take appropriate action.
COMPLIANCE	All employees must read the <i>VCGCB Acceptable Use of Technology Resources Policy</i> , and sign an acknowledgement form upon appointment, and annually thereafter.
AUTHORITY	<ul style="list-style-type: none"> • Government Code sections 19572 and 19990. • State Administrative Manual (SAM) sections 4800 and 5300 through 5360 • Government Code Section 8314 • Applicable employee Memoranda of Understanding • State Information Management Manual (SIMM)

OTHER APPLICABLE VCGCB POLICIES	All employees, temporary staff, contractors, vendors, and consultants who access the VCGCB network for business purposes must comply with all State and VCGCB policies and procedures, including, but not limited to: <ul style="list-style-type: none">• Information Security Policy• Password Policy• Mobile Device Policy• Telework Policy
CONTACT	For any questions about this Policy, please contact your immediate supervisor/manager or the VCGCB ISO.

	<h2>POLICY MEMO</h2>
SUBJECT: PRIVACY POLICY	
DATE ISSUED: November 30, 2015	EFFECTIVE DATE: Immediately
SUPERCEDES: N/A	EXPIRES: Indefinite
MEMO NUMBER: 15-007	ISSUED BY: Information Technology Section
PURPOSE	<p>The purpose of this Policy is to protect employees and Victim Compensation and Government Claims Board (VCGCB) from actions that would:</p> <ul style="list-style-type: none"> • Damage the reputation of the VCGCB. • Endanger employees, contractors, or citizens that rely on VCGCB. • Present a legal risk to VCGCB.
POLICY	<p>It is the Policy of VCGCB that:</p> <ul style="list-style-type: none"> • All personal, and personally identifiable information (PII) collected by VCGCB is necessary for the organization to perform its function. • VCGCB will not retain PII for any longer than necessary to comply with the law, policy, regulations, and/or to perform its function. • Staff will be trained on appropriate methods, classification of, and purposes for collecting PII. • PII will be disposed of by confidential destruct. • Users who violate this Policy will be subject to disciplinary action up to, and including, dismissal. Further, VCGCB will report suspected breaches of privacy to law enforcement, and the CA Information Security Office. • Staff has the right to access their information that is gathered, stored, or used by VCGCB. Staff may request and view their information according to the <u>Information Practices Act</u> and <u>State Policy</u>.

DEFINITION	<ul style="list-style-type: none"> • Privacy is defined as the freedom from secret surveillance, or unauthorized disclosure of one's personal data or information, as by a government, corporation, or individual. • Privacy is the right of people to be free from unwarranted viewing, recording, photographing, and invasion into one's personal life. Ordinary citizens have a qualified right to privacy.
APPLICABILITY	<ul style="list-style-type: none"> • This Policy applies to all employees, temporary staff, contractors, consultants, and anyone performing work on behalf of VCGCB. • If any provisions of this Policy are in conflict with a Memorandum of Understanding (MOU) with a State employee union, the applicable sections of the MOU will be controlling.
MANAGEMENT RESPONSIBILITY	<ul style="list-style-type: none"> • Establish a Privacy Officer who will be responsible for maintaining the privacy program at VCGCB. • Authorize staff to collect appropriate forms of personal and personally identifiable information. • Ensure that staff has appropriate training. • Ensure that staff has reviewed all appropriate policies. • Ensure that staff has signed the Privacy Policy Acknowledgement Form upon appointment and annually thereafter. • Report abuse or suspected privacy violations immediately to the Information Security & Privacy Officer.
STAFF RESPONSIBILITY	<ul style="list-style-type: none"> • Read the Privacy Policy and sign the acknowledgment form upon appointment and annually thereafter. • Follow all privacy procedures and processes. • Immediately report any privacy violation to their supervisor and/or Information Security & Privacy Officer. • Secure all PII so no unauthorized person can obtain access. • Properly dispose of PII.
PRIVACY OFFICER RESPONSIBILITY	<ul style="list-style-type: none"> • To manage the privacy program. • To ensure that privacy training is taken by all staff annually. • To respond to privacy breaches in a timely manner and report to appropriate authorities. • To maintain a robust privacy program that protects the privacy of staff and participants.

	<ul style="list-style-type: none"> The Information Security Officer will have the dual role as the VCGCB Privacy Officer.
ACCEPTABLE USE	Official VCGCB business needs only.
MONITORING	Managers will monitor staff to ensure that no PII is left exposed.
INCIDENT REPORTING	All incidents must be reported immediately to a manager/supervisor and the Information Security & Privacy Officer.
VIOLATIONS	All employees who violate this Policy may be subject to disciplinary action up to, and including, dismissal.
COMPLIANCE	<ul style="list-style-type: none"> All employees must read and sign a Privacy Policy Acknowledgement Form before being allowed to handle PII. The Information Security & Privacy Officer will verify and track that all employees have signed the Privacy Policy Acknowledgement Form annually. The form will be retained in the staff's Official Personnel File.
AUTHORITY	<ul style="list-style-type: none"> Government Code sections 11019.9, 13952 to 13954 Information Practices Act of 1977 (Civil Code section 1798 et seq.) SAM 5310 SIMM 5310
OTHER APPLICABLE VCGCB POLICIES	<ul style="list-style-type: none"> Acceptable Use of VCGCB Technology Resources Policy Information Security Policy Telework Policy Mobile Device Policy
CONTACT	For any questions about this Policy, please contact your immediate manager/supervisor or Information Security & Privacy Officer at InfoSecurity&Privacy@vcgcb.ca.gov .
DISTRUBUTION	All VCGCB staff

Victim Compensation and Government Claims Board (VCGCB) Privacy Policy Acknowledgment Form

By signing this document, I acknowledge that I have read the Victim Compensation and Government Claims Board's (VCGCB) Privacy Policy. I agree to abide by the parameters set forth in said Policy, and will report any incidents of suspected breach of privacy immediately to my supervisor/manager and/or the VCGCB Information Security & Privacy Officer.

Giles Feinberg

Print Name

Sign Name



6/14/16

Date

Responsibilities

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

Supervisor/Manager: Forward to the Information Security & Privacy Officer.

Information Security & Privacy Officer: Receives the acknowledgement form, validates and tracks the submission, then forwards the original to Human Resources to be filed in the staff's Official Personnel File.

POLICY MEMO

SUBJECT: Password Policy	NUMBER: 07-00-013
REPLACES: NONE	DATE ISSUED: October 19, 2007
ATTACHMENTS: NONE	EFFECTIVE DATE: October 26, 2007 ISSUING DIVISION: EXEC / ISO

Policy

Passwords used for authentication must be complex and protected from unauthorized disclosure.

Purpose

Specify the minimum level of password protection for VCGCB information assets.

Requirements

Passwords must always be kept confidential.

Passwords must not be viewable on a display device.

Construction

Passwords must not contain personal information associated with the user that could be easily guessed.

Passwords must not be words contained in English or foreign language dictionaries, spelling lists, or other lists of words. Passwords must not be familiar acronyms, or slang expressions in common use.

Passwords must not be the same as the user identification (user id).

Passwords must not consist solely of a repeating or sequential set of characters or numbers (i.e. 11111111, 12345678, ABCDEF, etc.)

All new passwords must be significantly different from previous passwords (i.e. 1FONSE & 2FONSE are not significantly different).

Passwords must contain characters from each character type in the Password Character Type Table (below) that is appropriate to the level of security required for a specific role.

Changing Passwords	<p>A password must be changed immediately if it is suspected or discovered to be known by an unauthorized individual.</p> <hr/> <p>Passwords must be changed regularly. Refer to the Password Standards table (below) for the maximum time allowed before a password must be changed.</p> <hr/> <p>Passwords protecting group accounts must be changed immediately when a member of the group no longer needs access to the group account.</p> <hr/>
Initial Passwords	<p>The distribution of initial user passwords must use methods that ensure only the intended user learns the passwords.</p> <hr/> <p>Initial User Passwords must conform to password practice requirements and standards.</p> <hr/> <p>Initial User Passwords must be different for each user.</p> <hr/> <p>The Initial User Password must be changed by the user the first time it is used.</p> <hr/>
Session Inactivity Protection	<p>After a user's login session is inactive for the period of time specified in the Password Standards (below) they must either re-enter their password or login again before the login session can be resumed.</p> <hr/>
Lockout	<p>An account must be locked out of the system after the standard threshold of unsuccessful attempts to enter the password has been reached. Refer to the Password Standards table (below) for those values.</p> <hr/> <p>Users that are locked out of the system because of unsuccessful attempts to enter a password must have their identity verified by an authorized individual before they will be permitted access to that system.</p> <hr/>
Stored or Transmitted Passwords	<p>Passwords that are stored on a system or transmitted across external networks must be encrypted using a method that is 3DES (or equivalent) or hashed using a method that is MD5 (or equivalent).</p> <hr/>
Business Partners Passwords	<p>Access by Employers & Business Partners to business services provided by the VCGCB Internet sites must be protected with a Business Partners Password.</p> <hr/>
User Passwords	<p>User Passwords must be used to authenticate to the VCGCB internal systems, applications, or resources.</p> <hr/>
Remote Access Passwords	<p>Remote Access Passwords must be used to authenticate to VCGCB internal systems and/or applications via Internet or inbound dial methods. Remote Access Passwords must be randomly generated and valid for only one use.</p> <hr/>

Admin
Passwords

Admin Passwords must be used by administrators to authenticate themselves for access to restricted information and resources (i.e. administrator accounts or configuration files for critical system components).

Stored and
Embedded
Passwords

Systems and/or applications that must authenticate to each other must use stored or embedded passwords.

Access to Stored and Embedded Passwords must be restricted to the minimum number of staff necessary to support the systems and/or applications that use them.

Stored passwords must be contained in a file or database that is external to the application and can only be accessed by authorized systems, applications, and users.

Embedded passwords must be contained within the system or application.

Default
Passwords

Before hardware and/or software is put into production at the VCGCB any default passwords that it uses must be changed to have values that conform to the Password Policy.

Exception
Approval

Any non-compliance with the Password Policy must be approved by the Information Security and Privacy Officer.

Password Standards

Role	Business Partners	User	Remote Access	Admin	Stored	Embedded
Minimum password length (characters)	8	8	6	14	14	14
Maximum time between password changes (days)	none	90	60 sec	90	180	none
Minimum time between password changes (days)	none	1	60 sec	1	none	none
Threshold of unsuccessful login attempts before account is disabled	3	3	3	3	3	3
Passwords must contain characters from each specified type of the Password Character Type Table	none	1, 2	2	1,2,3,	1,2,3	1,2,3
Inactivity duration for session protection (maximum minutes)	20	20	20	20	none	none

Password Character Type Table

Types	Description	Example
Type 1	Letters (upper and lower case)	A, B, C, ... Z a, b, c, ... z
Type 2	Numerals	0, 1, 2, ... 9
Type 3	Special characters (category 1)	Symbols in the top row of the keyboard: `~!@#\$%^&*()-_+=

Guidelines

Automatic System Enforcement

Systems and/or applications should automatically enforce the password requirements and standards when automatic enforcement is possible.

Encrypted Transmission

Passwords should be encrypted when transmitted across internal networks.

Writing Down Passwords

Users should memorize their passwords and not write them down. If a password must be written down, the following precautions should be observed:
Do not write down your password while you are in a public area where others could observe your writing.
Do not identify your password as being a password.
Do not include the name of the account and the dial-in telephone number of the system on the same piece of paper.
Mix in some extra characters or scramble the written version of the password in a way that you remember, but make the written version different from the real password.
Do not attach the password to your terminal, keyboard, or any part of your computer or office furniture.
Store a written password in a secure place like a wallet or purse.

Minimizing the Number of User Passwords

Systems should be developed in a manner so the number of different passwords a user must know is minimized.

Change Embedded Password

Embedded passwords should be changed when the programs they affect are also changed for routine enhancements or maintenance.

Passwords should be changed when a system/application is put into production so that the production passwords are only known to the Production Control staff and the system/application/data owner.

Account Names for Stored and Embedded Passwords

Accounts associated with stored or embedded passwords should have account names that are difficult to guess to lessen the likelihood that these accounts can be disabled by unauthorized logon attempts.

Disciplinary action

Refer to the VCGCB Information Security Policy

Authority

The VCGCB Information Security Policy

Where to file this memo File this Memo in the **Administrative Policy Manual**

Who to contact for questions For any questions about this Memo please contact your supervisor or manager, or the VCGCB Information Security and Privacy Officer.

Distribution List All VCGCB Staff, Contractor

Revisions


Effective: September 15, 2007

Revised:

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> 6/14/2016	<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, 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.