File No.	130124	Committee Item No	4
		Board Item No.	

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee:	Budget and Finance Committee	Date	02/27/2013	
Board of Su	pervisors Meeting	Date		
Cmte Boar	Motion Resolution Ordinance			
	Legislative Digest Budget and Legislative Analyst Report Legislative Analyst Report Youth Commission Report Introduction Form (for hearings) Department/Agency Cover Letter and MOU		port	
	Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence			
OTHER	(Use back side if additional space is	neede	d)	
Completed b	by: Victor Young Date Date	Febru	ary 22, 2013	

1	[Correcting the Accept and Expend Grant Amount in Resolution No. 384-12 - Compensation for Crime Victims - \$2,142,414]
2	101 Offine Victims - \$2,142,414]
3	Resolution correcting the not to exceed amount in Resolution No. 384-12, a resolution
4	retroactively authorizing the Office of the District Attorney to accept a grant from the
5	California Victim Compensation and Government Claims Board for a project entitled
6	"Joint Powers Agreement", from \$714,138 to \$2,142,414 for the period of July 1, 2012,
7	through June 30, 2015.
8	
9	WHEREAS, Resolution No. 384-12 authorized the District Attorney to retroactively
10	accept and expend up to \$714,138 from the California Victim Compensation and Government
11	Claims Board to continue the Joint Powers Agreement for the period of July 1, 2012, through
12	June 30, 2015; and
13	WHEREAS, After the passage of Resolution No 384-12, the California Victim
14	Compensation and Government Claims Board requested that resolution be amended to
15	retroactively accept and expend up to \$2,142,414 for the period of July 1, 2012, through June
16	30, 2015; and
17	WHEREAS, The City and County of San Francisco desires to enter into an agreement
18	with the California Victim Compensation and Government Claims Board in accordance with
19	Government Section 13835 for the purpose of assisting victims and witnesses with
20	compensation claims; and
21	WHEREAS, Funds received hereunder shall not be used to supplant local funds that
22	would, in the absence of California Victim Compensation and Government Claims Board
23	Programs, be made available to support the assistance of victims and witnesses of crime; and
24	WHEREAS, All positions supported by these funds shall be coded "G" in the District
25	Attorney's budget; and

1	WHEREAS, The District Attorney proposes to maximize use of available grant funds on
2	program expenditures by not including indirect costs in the grant budget; and
3	WHEREAS, The grant does not require an amendment to the Annual Salary Ordinance
4	(ASO); now, therefore, be it
5	RESOLVED, That the Board of Supervisors amends Resolution No. 384-12 to increase
6	the not to exceed amount from \$714,138 to \$2,142,414 for the period of July 1, 2012, through
7	June 30, 2015; and, be it
8	FURTHER RESOLVED, That the District Attorney of the City and County of San
9	Francisco, or his designee, is retroactively authorized on behalf of the City and County of San
10	Francisco to contract for, accept and expend funds from the California Victim Compensation
11	and Government Claims Board to continue the Joint Powers Agreement; including any
12	extensions, augmentations or amendments thereof; and, be it
13	FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
14	indirect costs in the grant budget.
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1	RECOMMENDED:
2	Office of the District Attorney
3	
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5	George Gascón
6	
7	
8	APPROVED:
9	Office of the Controller
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11	
12	Ву:
13	Ben Rosenfield
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APPROVED:
Office of the Mayor

25

O: Angela Calvillo, Clerk of the Board of Supervisors			
FROM:	ROM: Maria McKee, Office of the District Attorney		
DATE:	November 27, 2012		
SUBJECT:	Accept and Expend Resolution for Subject Grant, Amendment to Resolution 384-12		
GRANT TITLE:	Joint Powers Agreement (VCGC 2056) - \$2,142,414		
Attached please fin	d the original and 4 copies of each of the following:	-	
X Proposed grar	t resolution; original signed by Department, Mayor, Controller	,	
X Grant informat	ion form, including disability checklist		
X Grant budget			
X Grant applicat	on		
X Grant award le	etter from funding agency		
Ethics Form 12	6 (if applicable)		
Contracts, Leases/Agreements (if applicable)			
Other (Explain):		
Special Timeline	Requirements:		
Please schedule a	t the earliest available date.		
Departmental rep	resentative to receive a copy of the adopted resolution:		
Name: Tara	Anderson Phone: 415 553 1203		
Interoffice Mail Ad	Interoffice Mail Address: DAT, 850 Bryant Street, Room 322		
Certified copy requ	uired Yes X		
(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).			

1.7

[Accept and Expend Grant - Compensation for Crime Victims - \$2,142,414 - amendment]

Resolution authorizing the Office of the District Attorney to retroactively accept and expend up to \$714,138 \$2,142,414 allocated from the California Victim Compensation and Government Claims Board for a project entitled the Joint Powers Agreement for the period of July 1, 2012 through June 30, 2015.

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

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

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

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

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

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

File Number:(Provided by Clerk of Board of Supervisors)	
Grant Resol	ution Information Form fective July 2011)
Purpose: Accompanies proposed Board of Super expend grant funds.	visors resolutions authorizing a Department to accept and
The following describes the grant referred to in th	e accompanying resolution:
Grant Title: Joint Powers Agreement (VCGC 2)	2056)
2. Department: District Attorney	
3. Contact Person: Tara Anderson	Telephone: 415 553 1203
4. Grant Approval Status (check one):	
[X] Approved by funding agency	[] Not yet approved
5. Amount of Grant Funding Approved or Applied	d for: \$2,142,414
6a. Matching Funds Required: \$0 b. Source(s) of matching funds (if applicable): N	//A
7a. Grant Source Agency: California Victim Comp b. Grant Pass-Through Agency (if applicable): N	
8. Proposed Grant Project Summary: To assist	victims and witnesses with compensation claims.
9. Grant Project Schedule, as allowed in approva	al documents, or as proposed:
Start-Date: 7/1/2012	End-Date: 6/30/2015
10a. Amount budgeted for contractual services:	\$0
b. Will contractual services be put out to bid?	N/A
 c. If so, will contract services help to further the requirements? N/A 	ne goals of the Department's Local Business Enterprise (LBE
d. Is this likely to be a one-time or ongoing red	quest for contracting out? N/A
11a. Does the budget include indirect costs?	[] Yes [X] No
b1. If yes, how much? \$0	
b2. How was the amount calculated? N/A	
c1. If no, why are indirect costs not included? [] Not allowed by granting agency [] Other (please explain):	[X] To maximize use of grant funds on direct services

c2. If no indirect costs are include would be \$214,241.40.	d, what would have been the	indirect costs? 10% of direct salary costs
12. Any other significant grant require	ements or comments:	
Disability Access Checklist*(De Forms to the Mayor's Office of Dis	partment must forward a c ability)	opy of all completed Grant Information
13. This Grant is intended for activities	es at (check all that apply):	
[] Rehabilitated Site(s) [] Reha	ing Structure(s) abilitated Structure(s) Structure(s)	[] Existing Program(s) or Service(s) [] New Program(s) or Service(s)
concluded that the project as propos- other Federal, State and local disabil- with disabilities. These requirements	ed will be in compliance with ity rights laws and regulation s include, but are not limited t	•
		ns in policies, practices and procedures;
2. Having auxiliary aids and service	es available in a timely manr	er in order to ensure communication access;
Ensuring that any service areas have been inspected and approved Disability Compliance Officers.	and related facilities open to d by the DPW Access Compli	the public are architecturally accessible and ance Officer or the Mayor's Office on
If such access would be technically i	nfeasible, this is described in	the comments section below:
Comments:		
Departmental ADA Coordinator or M	layor's Office of Disability Re	viewer:
Martha Knutzen		
(Name)		
Manager of Legal Op	perations	
(Title)	· · · · · · · · · · · · · · · · · · ·	al plth
Date Reviewed: 12-3-2012		(Signature Required)
	*	(oliginature required)

Department Head or Designee Approval of Grant Information Form:

Eugene Clendinen
(Name)

Chief Administrative & Financial Officer
(Title)

Date Reviewed: 12 3 12

(Signature Required)

CITY AND COUNTY OF SAN FRANCISCO

OFFICE OF THE DISTRICT ATTORNEY



George Gascón District Attorney

To: Controller's Office; Mayor's Office; Board of Supervisors

From: Maria McKee, Grants & Policy Manager, Office of the District Attorney

Date: December 4, 2012

Subject: Requested Amendment to Accept & Expend Resolution No. 384-12

To Whom It May Concern:

The Office of the District Attorney, with the support of Supervisor John Avalos, is requesting an amendment to Resolution No. 384-12, authorizing our office to retroactively accept and expend grant funds from the California Victim Compensation and Government Claims Board (CVCGCB). This annual, recurring grant from the State funds seven Victim Witness Investigators in the San Francisco District Attorney's Office, who work closely with victims to verify and process losses and claims.

The CVCGCB requested that our office amend the resolution to reflect the full amount of the grant over the entire grant period, rather than one year of the grant as in years passed.

Attached, please find the original resolution, adopted October 23, 2012 and approved October 29, 2012, as well as all of the required documentation for the amendment.

If you have any questions prior to December 7, 2012, please contact me:

Maria McKee, 415 553 1189, maria.mckee@sfgov.org

I will be on maternity leave starting December 10. After that date, all inquiries should be directed to:

Tara Regan Anderson, 415 553 1203, tara.anderson@sfgov.org

Thank you for your assistance.

Sincerely,

Maria H. McKee

Grants & Policy Manager



City and County of San Francisco Certified Copy

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

120933

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

Sponsor: Avalos

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

10/23/2012 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Campos, Chlu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and

Wiener

Excused: 1 - Chu

10/29/2012 Mayor - APPROVED

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

CLERK'S CERTIFICATE

I do hereby certify that the foregoing Resolution is a full, true, and correct copy of the original thereof on file in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the offical seal of the City and County of San Francisco.

November 08, 2012

Date

Mangela Calvillo

Clerk of the Board

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

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

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

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

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

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

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

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

Supervisor John Avalos
BOARD OF SUPERVISORS

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というまとのはありという「塩産を料理などを対す」を書き、安全といかのは、一ついてい



City and County of San Francisco **Tails**

City Hall I Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

File Number:

120933

Date Passed: October 23, 2012

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

October 17, 2012 Budget and Finance Committee - RECOMMENDED

October 23, 2012 Board of Supervisors - ADOPTED

Ayes: 10 - Avalos, Campos, Chiu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and

Wiener

Excused: 1 - Chu

File No. 120933

I hereby certify that the foregoing Resolution was ADOPTED on 10/23/2012 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

Date Approved

STATE OF CALIFORNIA STANDARD AGREEMENT	
STD 213 (Rev 06/03)	GREEMENT NUMBER CGC2056
RE	GISTRATION NUMBER
This Agreement is entered into between the State Agency and the Contractor name STATE AGENCYS NAME	d below;
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD CONTRACTOR'S NAME	
COUNTY OF SAN FRANCISCO	
2. The term of this Agreement is: JULY 1, 2012 through JUNE 30,	2015
3. The maximum amount \$ 2,142,414.00	
of this Agreement is: Two million, one hundred forty-two thousand, four hu	ndred fourteen dollars and zero cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are	by this reference made a part of the Agreement.
Exhibit A - Scope of Work	2 Pages
Exhibit B - Budget Detail and Payment Provisions	2 Pages
Exhibit BI - Budget Page	2 Pages
Exhibit C* - General Terms and Conditions (GTC610)	I Page
Exhibit D – Special Terms and Conditions	8 Pages
Attachment I - VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II - VCGCB Confidentiality Statement	I Page
Attachment Ilb - CalVCP Contidentiality, Statement	3 Pages
Attachment III - Invoice Instructions	2 Pages
Attachment [IIb - Involce Worksheet	I Page
Attachment IV - Training Request Form	1 Page
Attachment V - Equipment Purchase Authorization Form	2 Pages
Attachment VI - Imaged Document Confidential Destruct Policy-Document Receiving Se	
Attachment VII – Overpayment Checklist	1 Page
Attachment VIII - County Inventory Form	l Page
ltems shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached heret www.ols.dgs.ca.gov/Standard+Language	o. These documents can be viewed at
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME (typyfer that an individual, state whether a corporation, partnership, etc.) COUNTY OF SAN FRANCISCO	
BY (Authorized Signatufe) DATE SIGNED(Do nut type	, <u>,</u>
	,
PRINTED NAME AND TITLE OF PERSON SIGNING	
Eugene Cleadinen, Chief Administrative and Financial Officer	
ADDRESS	
San Francisco District Attorney	
850 Bryant Street, Rm. 322, San Francisco, CA 94103	<u> </u>
STATE OF CALIFORNIA	
ACIENCY NAME	
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD	
BY (Authorized Signature) DATE SIGNED(Da not type,	, ,
<u> </u>	
PRINTED NAME AND TITLE OF PERSON SIGNING	Exempt per:
JULIE NAUMAN, EXECUTIVE OFFICER	
ADDRESS	
400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811	

EXHIBIT A

SCOPE OF WORK

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

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

- 2. The Contractor shall verify and process applications and bills pursuant to the statues, regulations, policies, and the CalVCP on-line procedure manual. (GC 13950-13974; CCR Title 2, CH. 1, ART 5.5 and 5.6 (648-649))
- 3. The Contractor shall only use information collected under this contract for the purpose of verifying and processing claims.
- 4. The data entry, verification, and processing of all applications and bills shall be performed by persons who have completed all required training provided by the VCGCB, and who have been certified as eligible to perform such duties.
- 5. The Contractor shall conduct data entry, verification, and processing for applications and bills related to crimes that occurred in the following counties: San Francisco.
- 6. The VCGCB may, at its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
- 7. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system, to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES located in the CalVCP on-line procedure manual.
- 8. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
- 9. The Contractor shall maintain the highest customer service standards, and shall ensure that claims are processed accurately and efficiently, that recipients of services receive prompt responses to their inquiries and are treated with sensitivity and respect. Should the VCGCB communicate to the Contractor any complaint or concern about the foregoing, the Contractor shall respond to the VCGCB within a reasonable time as requested by the VCGCB.

EXHIBIT A

SCOPE OF WORK

10. The services shall be performed at:

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

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

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

Direct all inquiries to:

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the Contractor for actual expenditures permitted by the terms of this contract, as reflected in the attached budget.
- b. Invoices shall include the contract number and time sheets or attendance records, including the employee name, position/classification, and time base. Invoices and timesheets/attendance records should be submitted no later than the thirtieth (30th) day of the month following the month in which the expenses were incurred. Invoices should be submitted to:

Victim Compensation and Government Claims Board Attn: Accounting Manager 400 "R" Street, Suite 500 Sacramento, California 95811

e. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2013 for fiscal year 2012/2013, after June 30, 2014 for fiscal year 2013/2014, and after June 30, 2015 for fiscal year 2014/2015. The final reimbursement to the Contractor for each fiscal year shall be contingent upon the receipt and approval of this closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

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

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

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

3. PROMPT PAYMENT CLAUSE

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

4. COST LIMITATION

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

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

Victim Compensation and Government Claims Board

Attn:

CLASS Manager

400

400 R Street, Suite 500

Sacram

ento, CA 95811

5. REDUCTION OF CONTRACT AMOUNT

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

BUDGET WORKSHEET (Rev. 1/12)				EXHIBIT B-1 Page 1		
Name of County	San Francisco		•		FY 2	2012-2013
Contract Number	VCGC2056		•	•		
PERSONNEL SERVICE Salaries and Wages	s					
Employee Name	Position/Class	#CTE \	C Pay Rate X	Time	Canton	d America
Limployee Hatrio	Asst Chief VW Invest./8135	#FIE 7	\$ 3,526.00	26.1	\$	ct Amount 92,028.60
	VW Investigator II / 8131		\$ 2,733.00	26.1	\$	71,331.30
•	VW Investigator I / 8129	<u> </u>	\$ 2,454.00	26.1	\$	64,049.40
	VW Investigator I / 8129	1	\$ 2,454.00	26.1	\$	64,049.40
	VW Investigator I / 8129	1	\$ 2,454.00	26.1	\$	64,049.40
	VW Investigator I / 8129	1	\$ 2,454.00	26.1	\$	64,049.40
	VW Investigator I / 8129	1	\$ 2,352.70	26.1	\$	61,405.47
						•

•						
			•			
	S				\$	480,962.97
rillige benefits						
•		#FTE X	-	Percentage		ct Amount
	Asst Chief VW Invest /8135 _	1	\$92,028.60	43%	\$	39,572.30
•	VW Investigator II / 8131	<u> </u>	\$71,331.30	48%	\$	34,239.02
,	VW Investigator I / 8129	1	\$64,049.40	39%	\$	24,979.27
	VW Investigator I / 8129		\$ 64,049.40	40%	\$	25,619.76
4	VW Investigator I / 8129	1	\$ 64,049.40	50%	\$	32,024.70
	VW Investigator I / 8129	1	\$64,049.40	51%	\$	32,665.19
	VW Investigator I / 8129	1_	\$61,405.47	53%	\$	32,544,90
						
		 -	, , , , , , , , , , , , , , , , , , ,			 .
				1		
•						
	-					
					\$	221,645.14
OTAL PERSONNEL SE	ERVICES	•			\$	702,608.00

CONTINUE ON NEXT PAGE

BUDGET WORKSHEET	(Rev. 1/12)			EXHIBIT	3-1 <i>Page 2</i>
Name of County	San Francisco			FY 2012	-
Contract Number	VCGC2056				
OPERATING EXPENSE	8			Contract Am	ount
	Rent (Square feet=)			\$ 1	1,530.00
	Utilities				
	Insurance	•	•		
	Equipment rental				
•	Equipment repair				
	Office supplies	*			
•	Telephone	•			
	Postage				
·	Expendable equipment (non-cap)	italized assets)			
•	Overhead				
	Training				
	Data Processing				
	Other		. •		
·	Travel - Meetings, conferences	••			
	Travel - Training			,	
TOTAL OPERATING EX	(PENSES			\$ 1	1,530.00
TOTAL AMOUNT OF CO	ONTRACT FOR THIS YEAR	{		\$ 71	4,138.00
•					
•			·		
	•				
			•	•	
Does your county direct	t any non-VCGCB funding	toward the services		er this cont	ract?
		XYes	∏No		
If yes , please list any ac Please describe the sour	dditional funds provided for orce of funding.	operation of this verifical	tion unit.		
	Source of funding			Amount	. (
Personnel Services	General Fund (1 FTE Clair	ms Specialist)			6,074.00
Operating Expenses	General Fund (Balance of		·		8,964.00
a haramia aribariada		······································			
	•		Total	\$ 14	5,038.00
•			, otal	1.7	-,,,,,,,,,,,

County of San Francisco VCGC2056

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

SPECIAL TERMS AND CONDITIONS

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall notify the VCGCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The Contractor shall obtain <u>written authorization</u> prior to filling vacant or new positions, and prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval will be based upon the VCGCB's review of the Contractor's workload and upon the availability of funds.
- c. The Contractor shall notify the VCGCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than three (3) weeks. When the staff person is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county Victim Assistance Program as part of this contract, unless prior written authorization is obtained from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB or the Deputy Executive Officer's Designee. The Contractor will also obtain prior written authorization before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.
- f. In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A la and lb, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.
- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties, the name of his or her supervisor; the names of any staff supervised; and any other information as required by the VCGCB. The Contractor shall also provide individual county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the contractor. The Contractor shall update the information any time a change is made.

SPECIAL TERMS AND CONDITIONS

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

2. INCOMPATIBLE ACTIVITIES

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

- a. Participate in a criminal investigation or prosecution.
- b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.
- c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- d. Provide confidential information to anyone not authorized to receive the information.
- e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- f. Represent himself or herself as a VCGCB employee.
- g. Take any action with regard to a victim compensation claim, or restitution matter with the intent to obtain private gain or advantage.
- h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or
- i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contacts is for the purposes of carrying out the services under the contract and is done in an appropriate manner.
- j. The Contractor shall submit to the VCGCB, in accordance with state law, a signed Form 700 (Statement of Economic Interests) for each staff member performing work under this contract who is responsible for recommending an initial eligibility or payment decision, and for each person in a supervisory position over such staff members.

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

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

SPECIAL TERMS AND CONDITIONS

3. PERFORMANCE ASSESSMENT

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

- a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.
- b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB or who does not comply with the contract provisions. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims and the contractor will provide replacement staff. The VCGCB may subsequently agree to allow any such employee to work under this agreement.
- c. The VCGCB may set performance and production expectations or goals related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to, time frames for completion of work, amounts of work to be completed within given time frames, and standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the Contractor. If the Contractor fails to achieve the performance and production expectations set by the VCGCB as set forth in the written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the agreement upon an additional 30 days notice.

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

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

SPECIAL TERMS AND CONDITIONS

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

6. MOVING

- a. The VCGCB shall not reimburse any costs associated with the relocation of the Contractor's staff performing under this contract.
- b. The Contractor shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned move. Written notification should be addressed to the County Liaison and Support Section, California Victim Compensation and Government Claims Board, P. O. Box 3036, Sacramento, CA 95812-3036.
- c. Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.
- d. Failure of the Contractor to obtain prior authorization to relocate a computer may result in the Contractor's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the Contractor for lost production time.

7. EQUIPMENT

a. Written request and approval prior to purchase

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

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

b. Purchase of Information Technology Equipment

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

SPECIAL TERMS AND CONDITIONS

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

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

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

8. OPERATING EXPENSES

- a. The Contractor may charge expenses to various line-item allocations as part of its operating expenses such as rent, utilities, postage, and telephone, etc. Such expenses are generally identified as "direct costs". The Contractor shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" categories. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.
- b. The Contractor shall submit, upon the VCGCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan shall be supported by formal accounting records which substantiate the propriety of such charges.
- c. The total amount budgeted for operating expenses, including direct and indirect expenses, shall not exceed 18% per year.

9. PERFORMANCE PERIOD AND CONTRACT RENEWAL

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

10. INVENTORY

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

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

11. CONFIDENTIALITY OF RECORDS

SPECIAL TERMS AND CONDITIONS

- a. All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of the VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).
- b. The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

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

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

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

- d. The Contractor shall submit annually to CLASS the confidentiality statements (Attachment IIb) signed by each staff member, whose salary or a portion thereof is paid through this contract, or who supervises staff members performing services under this contract.
- e. The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.
- f. The Contractor will forward any Public Records Act Requests (PRAs) or Information Practices Act (IPAs) requests received related to provision of services under this contract to the VCGCB Legal Office, The Contractor will not take action on any PRA or IPA request for VCGCB records without obtaining prior permission from the Legal Office.

12. SUBPOENAS

EXHÍBIT D

SPECIAL TERMS AND CONDITIONS

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

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

13. RETENTION OF RECORDS

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

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

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

14. SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

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

SPECIAL TERMS AND CONDITIONS

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

16. REGULATIONS AND GUIDELINES

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

DOLICY	MAERAO	MEMO NUMBER:	
POLICY	IVIEIVIO	06-00-003	
SUBJECT:		DATE ISSUED:	
VCGCB Information S	ecurity Policy	November 15, 2006	
REPLACES:		EFFECTIVE DATE:	
Policy # N/A		December 1, 2006	
REFERENCE:		ISSUING DIVISION:	
State and Consumer Se	ervices Agency, Information Security Program	EXEC / ISO	
Purpose	The Victim Compensation and Government Claims Board (VCGCB) Information Security Policy defines the rules for information security that apply to our business activities. This policy also provides a foundation for additional practices and standards that will more specifically communicate VCGCB rules related to information security.		
Information Security Program	The VCGCB has established an Information Security Program to protect the confidentiality, availability, integrity and privacy of VCGCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the VCGCB strategic goals and securely achieves its objectives and priorities. (Related California Code: Government Code Sec. 11771; SAM 4841)		
Responsibility	The Information Security Officer is responsible for developing, implementing, and operating the Information Security Program. The Information security Officer Reports directly to the VCGCB Executive Officer.		
	The Information Security Officer will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all VCGCB information and supporting assets. The Information Security Officer also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.		
	The Information Security Officer chairs the Information Security Advisory Committee that includes members representing all VCGCB divisions. The Information Security Advisory Committee is responsible for reviewing, advising and recommending approval of information security practices and standards.		
	The Information Systems Section is responsible for the implementation and administration of VCGCB information security policies, practices, and guidelines for all VCGCB information systems and networks.		

All VCGCB employees, consultants, and contractors are responsible for protecting VCGCB information assets and complying with VCGCB information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the Information Security Officer.

(Related authorities: Government Code Sec. 11771; SAM 4841.1)

Compliance

All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines.

Failure to comply with VCGCB Information Security policies, practices, and guidelines by State employees may result in disciplinary action up to and including termination of State employment. Failure to comply with VCGCB Information Security policies, practices, and guidelines by consultants or contractors may result in punitive action up to and including termination of their contract.

In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of VCGCB divisions and offices with VCGCB Information Security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices.

The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer.

(Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)

Risk Management

The VCGCB will identify and mitigate risks to the confidentiality, availability, and integrity of VCGCB information assets. Information security risks must be reported to the owner of the information or information system asset and the owner of that asset will ultimately determine the impact of the risk and the appropriate mitigation approach.

The Information Security Officer operates the Information Security Risk Management program. Under this program, the Information Security Officer participates in the development of new information systems and periodically assess existing information systems to identify and mitigate information security risks. The Information Security Officer works with the appropriate VCGCB divisions and offices to determine the impact of the risk, identify the appropriate mitigation activities, and monitor the successful completion of the mitigation activities.

(Related California Code: Government Code Sec. 11773)

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

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

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





STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, Governor

FRED AGUIAR
Secretary
State and Consumer Services Agency
Chairperson
JOHN CHIANG
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
JULIE NAUMAN
Executive Officer

VCGCB CONFIDENTIALITY STATEMENT

It is the policy of the California Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB. It is also the policy of VCGCB to ensure that all information is secured as set forth in VCGCB Information Security Policy, Memo number 06-00-003.

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

The Contractor shall notify the VCGCB Information Security Officer immediately if a suspected security incident involving the data occurs.

ACKNOWLEDGEMENT

I have read and understand the above statement and VCGCB Information Security Policy. Memo number 06-00-003. I understand that it is my responsibility to abide by the confidentiality policy and security policy of VCGCB and to share these contract provisions with any staff under my supervision. I understand that improper use of these systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all VCGCB files data, information and documentation once my contract or affiliation with the VCGCB ends.

Signature /

Eugene Clendinen

Name (Print)

Date

San Francisco District Attorney

Affiliation (County/Vendor)



CalVCP CONFIDENTIALITY STATEMENT

Purpose of Confidentiality Statement:

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain Board client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB. I also acknowledge that it is the policy of the VCGCB to ensure that all information is secured as set forth in the VCGCB Information Security Policy, Memo number 06-00-003 and that all VCGCB employees and contractors must respect the confidentiality of VCGCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with the VCGCB.

State Employees and Contractors:

agree to protect confidential information in the following ways:

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

Confidentiality Statement (cont.)

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

acknowledge that as a state employee or individual performing work pursuant to INITIAL a contract with the VCGCB, I am required to know whether the information I have been granted access to is confidential and to comply with this statement and the VCGCB Information Security Policy, Memo Number 06-00-003. If I have any questions, I will contact VCGCB's Legal Office or Information Security Officer.

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

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

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

CERTIFICATION

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

Name (Print)

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

All costs in the following categories/subcategories should be included if they were necessary to perform the services under this agreement and provided for in the budget. The total for each category/subcategory should be shown in the far right column.

Personnel Services - Salaries and Wages

List each employee by name and position classification and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500 per month at 100% time = \$2,500. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25/hour for 10 hours per month = \$250) or the monthly salary and the percentage of time devoted to the program (e.g., $50\% \times \$2,500 = \$1,250$).

Fringe Benefits

Elements that can be included in the fixed rate include employer contributions or expenses for social security, employee life and health insurance plans, unemployment insurance and/or pension plans. Other benefits, if negotiated as a part of the employee benefit package, also may be included in the fixed rate.

The description and amounts of fringe benefits can be displayed either by category, position or class. Please note that a line item can be used for each different position/class, if the benefits vary. If several people are employed full-time or part-time in the same position/class, provide the number of full-time equivalents.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, data processing, training and travel. All items submitted must include a description or explanation of the expense.

The following subcategories have special requirements as noted below.

The rent subcategory is for facility rental. Indicate the number of square feet specified in the agreement as well as the rental amount.

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.

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

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

The Contractor may use either its own written travel and per diem policy or the State policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the State's travel policy. The State's travel policy is included in the contract by reference to Internet site www.dpa.ca.gov/personnelpolicies/travel/main.htm.

Allowable travel expenses are costs for transportation, lodging, meals and incidental items incurred by the Contractor staff to attend training classes, conferences, meetings, workshops or hearings. Out-of-state travel is not authorized.

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Program Director attended a conference in Sacramento, 100 miles @ 0.55 per mile = \$55.00.

Equipment (Capitalized Assets)

Capitalized assets include equipment with an acquisition of \$500 or more per unit (including tax, installation and freight) or with a useful life of five years or more. Examples of such equipment are copiers, personal computers (including the monitors and CPU) and "modular furniture". Provide a detailed description and indicate the number of pieces of equipment being purchased.

For information regarding authorization to purchase equipment, please see notation under Equipment (Noncapitalized 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

County and Agency:	Contract Number:		
Personal Services	Month/Year	Position Classification and Timebase	
SALARIES AND WAGES			
Name:			
FRINGE BENEFITS			
Name:			
OTHER	·		
Total Personal Services			
Operating and Overhead Expenses		Description of Expenses	
Rent	•		
Utilities			
Insurance			
Equipment rental			
Equipment repair			
Office Supplies			
Telephone			
Postage			
Expendable Equipment (non-capitalized assets)			
Overhead			
Training			
Data Processing			
Other			
Travel			
Equipment (capitlized assets)			
Total Operating Expenses	•		
TOTAL EXPENDITURES			
	vnanditurae		
I certify that this is a true billing of e. ACCOUNTING OFFICER SIGNATURE	DATE		
NAME AND TITLE	TELEPHO	ONE NUMBER	
INDIATE WAY III EE			
ADDRESS PAYMENTS TO BE SENT TO:			

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

•	TRAINING	REQUEST			
Name of County	Contract Nu	<u>imber</u>		Fiscal Year	•
				·	
Employee Name (Last, First, MI)	<u>,</u>	Telephone		,	-
Classification		VWC#	•		
		T-1h			
Supervisor		Telephone			
Cour	se Title		Cos		, Martine Jago
1.					
2.	•	•			
3.					
Location of training course - check appr	opriate box				
On site					
* Please provide a breakdown of travel cost	ts				
	•				
•				•	
Organization S	ponsoring Course			Course Date	
1.					
2.		,			
3.					
Check appropriate box					
	lated Upwa	rd Mobility	Career R	elated	•
*Provide explanation of relatedness:					•
SIGNATURES				DATE	
Participant		. ,			
Supervisor					
Board approval					

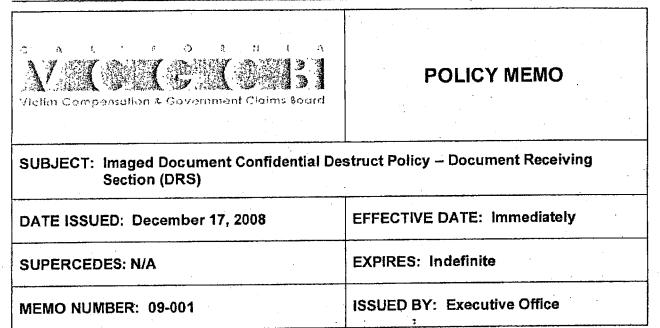
Please fax the signed form to 916/324-6381 to the attention of the CLASS Analyst.

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

separate form must be completed for each piece Attach ad	ditional sheets or documents as needed.
County:	Fiscal Year of Contract:
Make of Equipment:	Model No:
Software: (i.e., ProCom, Access	Windows, Excel)
Cost for- Equipment:	Software: \$ T (please include taxes and delivery
	charges): \$
How was this equipment selecte comparison; description of item,	charges): \$ I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)
comparison; description of item,	I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)
comparison; description of item,	and description of item(s): (Selection, i.e., 3 bids for
comparison; description of item,	I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)
comparison; description of item,	I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)
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comparison; description of item,	I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)
comparison; description of item,	I and description of item(s): (Selection, i.e., 3 bids for i.e., lateral file - width, height and number of drawers)

BSS/ISS C	omments:		
-		·	
	Approved as submitted	Denied	
-	Approved with changes	(noted above)	
Signed:		Date:	
Restitution	n Recovery Staff or CLASS	Analyst Staff C	omments:
	ApprovedUpon Appro	val -Forward copy to	FBOS: ATTN. Lupe Rivera
Signed:	☐ Denied	Date	·
BSS- Issu	ing of Asset Tag Stickers		
	Asset Tags Sent	DATE:	
	Schedule of Equipment	Sent	Date:
		Received	Date:
		Signed:	

Revised: 11/03/03



PURPOSE:

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) to properly retain and dispose of documents scanned into the

California Compensation and Restitution System (CaRES) in a timely manner to

save storage and handling costs.

AUTHORITY:

California Codes

Penal Code Section 11106.1, 11106.2 Evidence Code Section 1550-1553 Government Code Section 12159-12179.1

International Organization of Standardization

ISO 15489-1-Information and documentation -Records management, Part 1 ISO/TR 15489-2-Information and documentation -Records management, Part 2

POLICY:

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

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

Document Guidelines

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

Retention Period

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

If you have any questions, please contact Cindy DeYoung, Manager, Business Services Section, at (916) 491-3860.

OVERPAYMENT CHECKLIST							
Claim Number:			Date:				
Claimant name and	address:	Victim's nam	e and address:	ress: Filed by name and add			
		•					
		1.					
Phone No:	<i>;</i>	Phone No:		Phone N	0.		
Date of Crime:							
Synopsis of Crime:							
			•				
			aument andurrad:				
Please enter a brief	r description of	r now the over	ayment occurred.	•	*2		
<u> </u> ·							
Total Overpayment	Overpaid An	nount	Dates of Service/	 	Overpaid party name and		
\$	Claimant	Provider	Start date		address		
Ψ	Claimant	i rovider	Oldit Gale	<u></u>			
Medical Bill	1						
Medical bill							
Mental Health Bill							
Wental Health Dill				·			
Relocation							
Troiboation							
Funeral/Burial							
Income Loss			,				
Support Loss				- Industria			
Attorney fees			1.7	<u>., </u>	Date:		
Prepared by:	Date:		Supervisor:		Date.		
<u>L</u>							
Potential Fraud: ()No ()Yes	High Profile:	()No ()Yes	Sensitive	e: ()No ()Yes		
Please enter a brief de	scription for any	es box checked	above:				
		•					
Outcome of phone call to overpaid party:							
/ \ Waiya							
RECOMMENDATION: () Collect () Offset () Waive							
					•		
Prepared by:	Date:	-	Supervisor:		Date:		
					Date		
QA Manager Review:	Date;		CDEO Review:	•			
Regional Manager Review:	Date:	,	DEO-VCD		Date		
1							

VCGCB County Inventory Form

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

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 Please complete all requested information. The only assets to be inventoried on this form are those purchased by the VCGCB or with this form, please contact your VCGCB County Analyst.

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

Contact Information	Name:	Phone Number:	Email Address:
Address			
Date		,	
VCGCB Contract Number		٠.	
County Name			

Asset Inventory

	 · .			 	
Comments					
Asset Tag #			٧		
Manufacturer					
Serial / Model Number		Eugene Clendinen			
Location		San Francisco Distric Eugene Clendinen			
*Asset Type		Eugene Clendinen			

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

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

Print Form

Introduction Form

By a Member of the Board of Supervisors or the Mayor

	or meeting date
□ 1. For reference to Committee: Budget and Finance	
An ordinance, resolution, motion, or charter amendment.	
2. Request for next printed agenda without reference to Committee.	
3. Request for hearing on a subject matter at Committee:	
4. Request for letter beginning "Supervisor	inquires"
5. City Attorney request.	•
☐ 6. Call File No. from Committee.	
7. Budget Analyst request (attach written motion).	· .
8. Substitute Legislation File No.	
9. Request for Closed Session (attach written motion).	
☐ 10. Board to Sit as A Committee of the Whole.	
☐ 11. Question(s) submitted for Mayoral Appearance before the BOS on	
Please check the appropriate boxes. The proposed legislation should be forwarded to the following Small Business Commission	ssion
☐ Planning Commission ☐ Building Inspection Commission	
ote: For the Imperative Agenda (a resolution not on the printed agenda), use a different for	m.
ponsor(s):	
Supervisor Avalos	
ubject:	
Resolution - Correcting the Accept and Expend Grant Amount in Resolution No. 384-12 - Comper Victims - \$2,142,414	isation for Crime
The text is listed below or attached:	
$\bigcap \bigcap$	
Signature of Sponsoring Supervisor:	
For Clerk's Use Only:	,
	20124
	Page 1 of 1