

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: _____ PROBATION *L. Puffery*

BOARD AGENDA# *B-10

Urgent _____ Routine X

AGENDA DATE October 30, 2001

CEO Concurs with Recommendation YES pt NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT:

APPROVAL OF CONTRACT WITH THE VICTIM COMPENSATION AND
GOVERNMENT CLAIMS BOARD FOR COLLECTION OF RESTITUTION FINES IN
FISCAL YEAR 2001-2002.

STAFF RECOMMENDATIONS:

1. APPROVE A CONTRACT WITH THE VICTIM COMPENSATION AND
GOVERNMENT CLAIMS BOARD FOR THE COLLECTION OF RESTITUTION
FINES IN FISCAL YEAR 2001-2002.
2. AUTHORIZE THE CHIEF PROBATION OFFICER TO ENTER INTO A CONTRACT
WITH THE VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD TO
ACCEPT UP TO \$79,208 IN STATE MONIES TO PERFORM RESTITUTION
COLLECTION DUTIES.

FISCAL IMPACT:

Up to \$79,208 in state monies will provide for probation services. Appropriations and revenue estimates were included in the Fiscal Year 2001-2002 budget. There is no impact on the general fund. The state funds may not be used to supplant pre-existing county activities.

BOARD ACTION AS FOLLOWS:

No. 2001-824

On motion of Supervisor Blom, Seconded by Supervisor Mayfield

and approved by the following vote,

Ayes: Supervisors: Mayfield, Blom, Simon, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Caruso

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Christine Ferraro
Deputy

File No.

**APPROVAL OF CONTRACT WITH THE VICTIM COMPENSATION AND
GOVERNMENT CLAIMS BOARD FOR COLLECTION OF RESTITUTION FINES IN
FISCAL YEAR 2001-2002.**

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DISCUSSION: Since 1996, the Victim Compensation and Government Claims Board (formerly known as California State Board of Control) has entered into yearly contracts with the Stanislaus County Probation Department to provide funding for the collection of restitution fines from probationers on behalf of the Victim Compensation and Government Claims Board. The Board of Supervisors initially approved participation in this project in June, 1996 (Board Resolution 96-696) and has approved continued participation in the succeeding four fiscal years. The contract negotiations this year call for the Probation Department to collect 5% over the amount of restitution collected during Fiscal Year 2000-2001. The Probation Department collected \$30,929.85 in restitution in Fiscal Year 2000-2001 on behalf of the Board. The State contract covers the salary and benefits of a Deputy Probation Officer III and .25 Legal Clerk III.

POLICY ISSUE: This agenda item reflects the Board of Supervisors goals of efficient government operations and multi-jurisdictional cooperation.

STAFFING

IMPACT: There are no staffing impacts associated with this request.

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 (NEW 02/98)



AGREEMENT NUMBER BOC-1084

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 STANISLAUS, PROBATION DEPARTMENT
2. The term of this Agreement is: **JULY 1, 2001 THROUGH JUNE 30, 2002**
3. The maximum amount of this Agreement is: **\$ 79,208**
Seventy Nine Thousand, Two Hundred and Eight Dollars
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 Provision	5	Pages	
* Exhibit C – General Terms and Conditions	GTC201		2/01
	(Number)		(Dated)
Exhibit D – Special Terms and Conditions	2	Pages	
Exhibit E – Information Security Pamphlet	12	Pages	

*View at www.dgs.ca.gov/contracts

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 STANISLAUS, PROBATION DEPARTMENT	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/27/01
PRINTED NAME AND TITLE OF PERSON SIGNING LINDA L. DUFFY, CHIEF PROBATION OFFICER	
ADDRESS 2215 BLUE GUM AVENUE MODESTO, CA 95358-1097	
STATE OF CALIFORNIA	
AGENCY NAME	
VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/27/01
PRINTED NAME AND TITLE OF PERSON SIGNING KELLY J. BRODIE, EXECUTIVE OFFICER	
ADDRESS 630 "K" STREET, SACRAMENTO, CA 95814	
<input type="checkbox"/> Exempt	

DEC 26 2001

[Signature]

EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

1. The Victim Compensation and Government Claims Board (hereinafter, "Board") and the Chief Probation Officer agree that the Probation Department will accomplish an increase in collection of restitution orders on behalf of all victims in Stanislaus County including the Board of 5% over the amount of restitution orders collected during the 2000/01 fiscal year .
2. The Board and the Chief Probation Officer agree that the Probation Department representative (representative) will be an employee of the Probation Department and will report to a supervisor designated by the Probation Department. The representative will perform the duties described below.
3. The Board and the Chief Probation Officer agree that the representative will ensure an increased and prominent file documentation of employment and/or income status of probationers.
4. The Board and the Chief Probation Officer agree that the representative will ensure the aggressive supervision/collection efforts to require regular restitution payments through written notification and personal contact with probationers.
5. The Board and the Chief Probation Officer agree that the representative will implement a clearly defined policy regarding the filing of supplemental reports and orders to show cause for willful failure to pay.
6. The Board and the Chief Probation Officer agree that the representative will implement an employment referral program for unemployed probationers. This program is currently ready for implementation on a limited basis and will require no significant staff effort as the representative can provide referral material to staff as needed. The program will also work in cooperation with the county's welfare reform activities (StanWorks) and the Private Industry Council.
7. The Board and the Chief Probation Officer agree that the representative will implement the enforcement of restitution orders as money judgments through the garnishment of probationer wages through the referrals from supervision probation officers. Additionally, the "bank case load" will be screened for those cases owing significant restitution with concentrated collection efforts directed at those identified cases.
8. The Board and the Chief Probation Officer agree that the representative will implement an expanded effort to bring restitution issues to the pre-plea process in an attempt to collect restitution at the time of plea. The amount of restitution may not be a subject of negotiation; however, the court may properly consider a defendant's early payment of restitution when determining an appropriate disposition. This may serve as a strong motivator to defendants adequately advised by their counsel. Current adult court services staff is adequately prepared to incorporate this activity into the expedited sentencing processes. Additionally, district attorney staff will be trained to seek payment information on all violent offenses before entering into negotiated pleas.
9. The Board and the Chief Probation Officer agree that the representative will ensure that clerical support staff will increase efforts to collect restitution from those probationers granted informal probation. This will include template letters of demand for financial information and employment documentation as well as demands for payments. Court notification will also be required in cases of willful nonpayment and the representative will prepare all court reports and make any needed appearances on informal matters.
10. The Board and the Chief Probation Officer agree that the representative will ensure that a restitution collection activity log will be placed prominently in the probation file to reflect collection efforts, demands for payments, and account balance information. Supervision activities incorporated with the improved bookkeeping reporting capabilities are essential to ensure rapid information processing and retrieval.

* This amount does not include two payments to one victim totaling \$349,325.34 that was collected during Fiscal Year 2000-01.

**EXHIBIT A
 (Interagency Agreement)**

11. The Board and the Chief Probation Officer agree that the representative will implement comprehensive probationer education to repeatedly reinforce early and consistent payment of restitution. This will include expanding the poster campaign as well as posting fliers and pamphlets at the courthouse, Clerk's office, District attorney's office, the Public Defender's office and county detention facilities. This effort will confront probationers with their responsibilities at every opportunity.
12. The Board and the Chief Probation Officer agree that the representative will attend unit staff meetings on a periodic basis to stress the importance of restitution collection efforts and members of the restitution collection task force will be recruited from each unit.
13. The Board and the Chief Probation Officer agree that the representative will ensure that the bookkeeping department will provide a printout of those accounts opened on behalf of the Board and provide that information to each supervision deputy probation officer based on caseload and to each unit supervisor. Unit supervisors will be responsible for regularly auditing case files with the assigned probation officer to monitor collection efforts.
14. The Board and the Chief Probation Officer agree that the representative will ensure that the Probation Department will meet with superior court judges to determine the feasibility and support for an aggressive collection program to include orders of execution and wage garnishment.
15. The Board and the Chief Probation Officer agree that the representative will assist the representative in the District Attorney's Office in modifying restitution orders that are owed to the Board from offenders on probation.
16. The Board and the Chief Probation Officer agree that the representative will assist the Board with restitution hearings that are requested by offenders on probation.
17. The Board and the Chief Probation Officer agree that the representative will serve as a county resource on restitution issues. To this end, the Board and the Chief Probation Officer agree that the representative may assist victims in obtaining restitution whether or not they have filed claims with the Victim Compensation Program. The Board and the Chief Probation Officer agree that the representative may engage in the following activities: assisting victims in obtaining restitution orders for losses incurred as a direct result of a crime; assisting victims in enforcing their restitution orders as civil/money judgments; and/or assisting victims with the preparation of evidence to obtain a restitution order.
18. The project representatives during the term of this agreement will be:

Requesting Agency: Victim Compensation Board	Providing Agency: STANISLAUS COUNTY PROBATION
Name: Laura Hill	Name: GEORGE GILLISPIE
Phone: (916) 324-8987	Phone: (209) 558-8219
Fax: (916) 327-3897	Fax: (209) 558-8250

Direct all inquiries to:

Requesting Agency: Victim Compensation Board	Providing Agency: STANISLAUS COUNTY PROBATION
Section/Unit: Quality Assurance and Revenue Recovery Division	Section/Unit: ADULT PROBATION
Attention: Laura Hill, Manager	Attention: WILLIAM CHEW
Address: 630 "K" Street, Sacramento, CA 95814	Address: 947 10TH STREET, MODESTO CA 95354
Phone: (916) 324-8987	Phone: (209) 558-8016
Fax: (916) 327-3897	Fax: (209) 558-8250

EXHIBIT B
(Interagency Agreement)

BUDGET DETAIL

1. Invoicing

- A. For services satisfactorily rendered and upon receipt and approval of the invoices, the Board agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Laura Hill, Manager, QARRD
Victim Compensation and Government Claims Board
630 "K" Street, Sacramento, CA 95814

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 Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

**EXHIBIT B
 (Interagency Agreement)**

**CRIMINAL DISPOSITION
 BUDGET WORKSHEET**

STANISLAUS COUNTY PROBATION DEPARTMENT

County and Agency

SALARIES AND WAGES

Position/Class	Salary	FTE	Total
DEPUTY PROBATION OFFICER III	\$ 44,615	1	\$ 44,615
LEGAL CLERK III	24,312	.25	6,078

BENEFITS

	Rate	FTE	Total
DEPUTY PROBATION OFFICER III	\$ 25,096	1	\$25,096
LEGAL CLERK III	13,676	.25	3,419

OPERATING AND OVERHEAD EXPENSES (please specify and see note 1 below)

<u>NONE</u>	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL OPERATING EXPENSES \$ 0

TOTAL BUDGET \$79,208

Note 1: Any 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. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

**EXHIBIT B
(Interagency Agreement)**

BUDGET INSTRUCTIONS

Personal Services - Salaries and Wages

Personal services include all services performed by employees who are to be funded by the Agreement. They may be either salaried or hourly, full or part-time positions. Sick leave, vacation, holidays, overtime and shift differentials must be budgeted as salaries.

A line-item is required for each individual employee.

List each position by title and show the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: Program Coordinator, \$2,500 per month at 100% time x 12 months = \$30,000. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., Program Coordinator, \$25/hour for 10 hours per month x 12 months = \$3,000) or the monthly salary and the percentage of time devoted to the program (e.g., Program Coordinator, 50% x \$2,500/mo. x 12 months = \$15,000).

Place the total amount for this category in the space provided in the far right column.

Fringe Benefits

The County may use fixed percentages of salaries to calculate 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, can also be included in the fixed rate.

A line-item is required for each individual employee.

Place the total amount for this category in the space provided at the far right column.

Operating Expenses

The following items fall within this category: rent, utilities, insurance, equipment rental, equipment repair, office supplies, telephone, postage, expendable equipment, overhead, other and travel.

Costs in these subcategories should be included if they relate to the pilot process. The total of all subcategories should be shown in the far right column.

The following subcategories have special requirements as noted below.

Rent

The rent subcategory is for facility rental. The number of square feet that will be rented for performing services specified in the Agreement should be indicated as well as the rental amount.

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. Any equipment for which the County requests reimbursement from the Board must be requested in writing by the County and approved in writing.

EXHIBIT B
(Interagency Agreement)

by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

Overhead

Overhead costs are indirect costs that 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.

Travel

Budget for all anticipated in-state travel related to the program. Out-of-state travel is not authorized. The Board anticipates that the primary contract representative but not supervisors will travel to Sacramento on four (4) occasions during the contract term. In addition, budget for any other travel necessary to perform the contract.

Travel necessary to attend training, conferences, or for other purposes not directly related to the performance of the contract should also be included. However, travel for these purposes must be requested in writing by the County and approved by the Board in writing prior to incurring the expense. Absent such approval, the Board reserves the option of not reimbursing these expenses.

The state mileage rate is a maximum of \$.31 per mile. When employees of the County need to operate a privately owned vehicle on business, the employee will be allowed to claim \$.31 per mile.

The County may use its own written travel and per diem policy or the State policy. See Appendix #1 for the State travel and per diem policy.

Counties that plan to use cars from a state, county, city or district car pool or garage may budget either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the loaning agency rate.

Generally, provide one level of line-item detail unless further explanation is needed. The narrative description below each item can explain what the item encompasses.

Itemize travel expenses of contract personnel and show the basis for computation (e.g., travel to meeting in Sacramento, 100 miles @ \$.31 per mile = \$31) or by the month (e.g., contract employee travels 100 miles per month @ \$.31 per mile x 12 months = \$372). Justify the travel by briefly stating the purpose (e.g., contract employee attended meeting held by Board staff).

Equipment (Capitalized Assets)

Nonexpendable personal property equipment is tangible personal property having a useful life of five years or more and an acquisition cost of \$500 or more per unit (including tax, installation and freight).

NOTE: Inclusive in this definition is "modular furniture" which is to be considered a capitalized asset due to its assembly requirements of several components to form a unitary whole.

Equipment used solely for program activities may be budgeted if it is essential to the implementation of the Agreement. Grant funds may not be used to reimburse the applicant for equipment already purchased. Any 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. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

The total of all items in this category should be shown in the far right column.

EXHIBIT B
(Interagency Agreement)

APPENDIX #1

STATE TRAVEL POLICIES

Mileage

The reimbursement rate to operate a privately-owned vehicle is from .31 cents per mile.

Meals

Breakfast \$ 6.00 - Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 9:00 a.m.

Lunch \$10.00 - Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

Dinner \$18.00 - Dinner may be claimed if the trip begins at or before 4:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m. whether on a one-day trip or on the last day of a trip of more than 24 hours.

Incidentals \$ 6.00 - Incidentals may be claimed for trips of 24 hours or more.

Total \$40.00

Lodging

Statewide, with a lodging receipt - Actual lodging expense, up to \$110.00 + applicable taxes.

Other

Taxi, airport shuttle, etc., which exceeds \$3.50 must be supported by receipt. Parking in excess of \$6.00 must be supported by receipt.

EXHIBIT C
(Interagency Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site www.dgs.ca.gov/contracts.

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

1. Compensation

The County will be paid by the Board with funds from the Restitution Fund. Any payments shall be contingent upon the availability of Restitution Funds. 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 supplant existing County activities.

2. Appropriation of Funds

Payment for services from July 1, 2001 through June 30, 2002 is contingent upon the appropriation of funds for payment of this service. If such appropriation is not made, the Board shall be relieved of any payment for services provided during that period. If during the term of this agreement, the State funds appropriated for the purpose of this agreement are terminated, suspended, discontinued, or reduced by the California Legislature, the Board may immediately terminate this agreement by written notice to the County. For satisfactory performance of the work, the Board shall reimburse the County an amount equal to actual costs of doing business or the amount of the contract, whichever is less.

3. Moving

The County must obtain written authorization from the Board prior to modifying existing space/accommodations and/or relocating operations to a new facility if such actions will result in the County requiring a budget augmentation in current or future fiscal years.

Notification of relocation must 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. This advance notice must be given to enable the Board to make necessary arrangements to relocate equipment.

Relocation of computer terminals must be approved in writing by the Board prior to the actual move. The County will be reimbursed by the Board for expenses incurred as a result of the relocation (except for cabling costs).

4. Regulations and Guidelines

All parties agree to be bound by all applicable Federal and State laws and regulations and Board guidelines/directives/memos as they pertain to the performance of the Agreement.

5. Audit, Program Evaluation and Monitoring Provisions

A. Audit Provisions:

The County shall have available all records which support expenses charged to the contract including, but not limited to, payroll registers, time sheets, purchase orders, purchase estimates, receiving reports, and appropriation ledgers. These records are subject to examination and audit by the State for a period of three years beyond the date of the final payment. If an audit is forthcoming, the Board will notify the County at least thirty (30) days in advance of the dates of the audit.

B. Program Evaluation and Monitoring:

The County shall make available to the Board, and their representatives, for purposes of inspection and review, any and all of its books, papers, documents, financial records and other records pertaining to the operation of this Agreement.

EXHIBIT D
(Interagency Agreement)

The aforesaid records shall be available for inspection and review during regular business hours throughout the term of this Agreement, and for a period of three (3) years after the expiration of the term of this Agreement.

6. Equipment

Costs for providing electronic data processing (EDP) input and output devices, with software including monthly maintenance fee and installation, as deemed necessary by the Board shall be provided and/or reimbursed by the Board. Such expenses will be reimbursed over and above the contract amount specified in this agreement.

Any 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. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

7. Operating and Overhead Expenses

Operating and overhead expenses shall be fully set forth in Exhibit B and may be reimbursed by the Board. The County must obtain written approval prior to any/all modifications being made to the line items under the operating and overhead expense category, and records must be retained to support these expenses for a period of three years following the fiscal year covered by this agreement.

8. Inventory

EDP equipment, capitalized assets and non-capitalized assets, shall remain the property of the Board and shall bear identification tags supplied by the Board. The County shall prepare an inventory listing as of June 30, 2002 and as otherwise requested by the Board on forms provided by the Board.

In the event of termination of this Agreement, those identified items shall revert to the Board. The County must hold any/all items identified in the inventory list in storage for forty-five (45) days from the date of termination or until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

9. Confidentiality Statement

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 for 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 material which the contractor deems confidential and so protects.

10. Confidentiality of Records

The County shall maintain the confidentiality of all records containing personal identification. The County shall not disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains unless the disclosure is explicitly authorized by law. The County shall insure that all staff is informed of the requirements of this provision and of direction given by the Board in the "1999 Information Security Pamphlet" (Exhibit E). The County shall establish procedures to insure confidentiality of personal information. The County agrees to limit access to and use information obtained from the Board only for the purposes outlined in this agreement and the attachments.



STATE OF CALIFORNIA

GRAY DAVIS, Governor

STATE BOARD OF CONTROL
 AUDITS AND INVESTIGATIONS BRANCH
 P.O. BOX 48
 SACRAMENTO, CA 95812-0048

CLIFF ALLENBY, INTERIM DIRECTOR
 Department of General Services
 And Chairman

KATHLEEN CONNELL
 Controller And Board Member

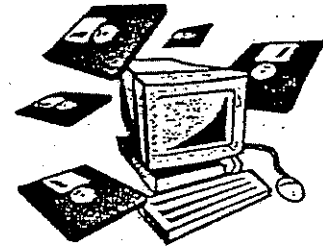
BENNIE O'BRIEN
 Board Member

DARLENE AYERS-JOHNSON
 Executive Director

Memorandum

Date : March 11, 1999
 To : All Board of Control Staff
 From : Darlene Ayers-Johnson
 Executive Director
 Subject: INFORMATION SECURITY PAMPHLET (ISP)

BOARD POLICY MEMO NO. 99-01
 (Replaces ADM:13:01:95-96)



BACKGROUND

The State Board of Control has a statutory obligation to protect confidential information from unauthorized or accidental access, alteration, disclosure, destruction, or dissemination. Additionally, special precautions must be taken to safeguard against any violations of an individual's rights to privacy. All employees share in the responsibility for protecting the oral, printed (as in claim files), or electronic (computer-readable) information received and used in fulfillment of the State Board of Control's mission.

POLICY

Your responsibility is to know, understand, and adhere to the policies established to protect information. The information security policies established to date are indicated later in this pamphlet (see the 1999 Acknowledgment Form on page 12). Because these policies may be revised or expanded, there is room for you to note these changes in the Information Security Pamphlet, until its next revision.

After reading and understanding the contents of this memorandum, complete and sign the attached acknowledgement form. The signed acknowledgement form should be submitted to your supervisor.

Supervisors are to allot up to three hours, which should be indicated on the employee's official time sheet as "Information Security Familiarization," for each subordinate to review and comprehend this policy. Any allotted time for new

Information Security Pamphlet (ISP)

March 11, 1999

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employees should occur within the first ten working days of the employee's arrival, or in the case of existing employees, within ten business days of the date of this memorandum.

Supervisors are to sign the employee completed acknowledgement form in the applicable location, and submit the acknowledgement form to the State Board of Control's Human Resources Section.

Upon receipt, the Human Resources Section will ensure that a copy of the acknowledgement form is placed in the employee's official personnel folder and submit the original copy to the Information Security Officer (ISO).

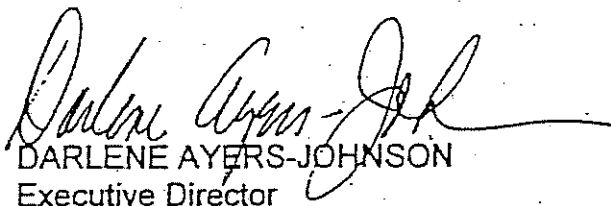
The ISO may remove an individual's access to the State Board of Control's information assets if an acknowledgement form is not timely submitted.

This policy memorandum supercedes:

Document Title	Document	Issue Date
Password Policy	Board Policy Memo 92-01	March 23, 1992
Employee Security Breaches	ADM:07:01:88-89	June 19, 1989
Employee Security Breaches	ADM:04:03:88-89	June 26, 1989
Turning Off Personal Computers and Terminals	ADM:07:01:88-89	May 8, 1989
1996 Information Security Pamphlet	ADM:13:01:95-96	March 1, 1996
Check-out of Portable Personal Computers	ADM:07:01:89:90	October 27, 1989

This policy memorandum should be retained until superceded.

Any violation of this policy may result in appropriate disciplinary action.


DARLENE AYERS-JOHNSON
Executive Director

DAJ:DS:jcw

Attachment

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A. PASSWORD SELECTION AND MAINTENANCE GUIDELINES

The password is fundamental to maintaining the integrity of the State Board of Control's automated environments. Passwords authenticate an individual's identity, establish accountability, and prevent unauthorized system access. Proper password selection is crucial to maintaining the password's confidentiality. "Hackers," or those who try to retrieve information from computers illegally, will sometimes break into systems by using words that are familiar to the computer operator. With this in mind, all users should adhere to the following when selecting or altering passwords:

- ♦ Do not use names or initials in the password, including names of spouses, children, or family pets.
- ♦ Avoid using prominent people names such as the Governor, President, or Pope.
- ♦ Consider using words from foreign languages, or first letters of words in a phrase from a book, magazine, or song.
- ♦ Do not use address numbers, telephone numbers, social security numbers, or license numbers in the password.
- ♦ Use passwords that are at least five characters long.
- ♦ Use a password with meaning so that it can be easily remembered.
- ♦ Consider using special characters (i.e. \$, #, ...) in addition to letters and numbers in the password.
- ♦ Do not use words such as "secret," "confidential," or "guard" in the password.
- ♦ Do not use month or weekday names in the password.

As password owners, all personnel have the following password responsibilities:

- ♦ Notify the System Administrator immediately if a password does not work. This could indicate that someone has access to the system using your identity.
- ♦ Terminate an active terminal session before leaving the immediate vicinity of the terminal because the access authorized for a particular password remains active throughout the session.
- ♦ Do not reveal a password to any other person.
- ♦ Notify the System Administrator and the Information Security Officer if you believe a password has been compromised or if you have been asked to compromise a password.
- ♦ Do not write down a password. Memorize it to keep it confidential.
- ♦ Submit a signed Service Request to the Information Systems Section if a password is forgotten.
- ♦ Change the password monthly.

B. ADDITIONAL PASSWORD GUIDELINES FOR MANAGERS AND SUPERVISORS

- ♦ If an employee changes job duties within the State Board of Control or a Joint Powers Agency, the employee's old manager or supervisor should remove the employee's computer access capabilities by:
 1. Notifying the System Administrator and the password owner (user) and;
 2. Submitting a signed Service Request to the Information Systems Section to delete or modify the employee's access privileges.
- ♦ The System Administrator may revoke an access privilege that has not been used for an extended period after first consulting with the Information Security Officer.
- ♦ A temporary job function may be assigned to the individual(s) scheduled to perform another employee's job duties in the event of illness, vacation, or leave, by submitting a signed Service Request to the Information Systems Section.
- ♦ If any employee terminates employment with the State Board of Control or a Joint Powers Agency, his or her supervisor shall submit a signed Service Request to the Information Systems Section to remove the employee's access.

C. INFORMATION SECURITY BREACHES

Any person who commits an information security breach or commits certain unlawful acts may be subject to administrative disciplinary actions and/or prosecution under the Comprehensive Computer Data Access and Fraud Act (Penal Code Section 502) which states, "...any person who commits any of the following acts is guilty of a public offense...knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data..."

Employees who become aware of an information security breach must immediately inform their supervisor and the Information Security Officer.

An information security breach can be "accidental." It does not require a willful or intentional act on someone's part. An accident can occur because of an honest mistake or because of negligence. Audit guidelines require the inclusion of all definitions of what constitutes a security breach. Any form of disciplinary action would, in most instances, be focused on information security breaches that are purposeful and malicious.

D. REPORT SUSPECTED ILLEGAL OR IMPROPER ACTIVITIES

Any suspicions of improper or illegal activities directed against the State Board of Control will be promptly investigated. Employees must notify the Information Security Officer and their supervisor immediately of any suspected illegal or

improper activity.

Refer to Board Policy Memo 99-06 and Board Policy Memo 99-07, for additional guidance on this matter.

E. CHECKOUT OF PORTABLE PERSONAL COMPUTERS

Electronic equipment may be checked out from the Information Systems Section by submitting a computer checkout form at least 24 hours before the equipment is needed. Employees who check out State-owned equipment are responsible for taking reasonable precautions against possible theft or vandalism of the equipment, for ensuring that the equipment and software are used only for State work, and for the

adherence to software copyright laws and license agreements. Employees are also responsible for the return, in good condition, of all manuals and training materials checked-out with the equipment.

Laptop computers and other portable equipment should not be left in vehicles. These items should be carried by the employee or stored in a locked hotel room or other secure area while traveling.

F. USE OF STATE INFORMATION ASSETS

Use of the State Board of Control's information assets should only be for purposes related to the State Board of

Control's mission. It is against policy and State law to use State assets for personal reasons.

OSHS
INFORMATION

G. ACQUISITION AND USE OF PERSONAL COMPUTER SYSTEMS, ASSOCIATED EQUIPMENT, AND SOFTWARE

Each PC, item of peripheral equipment, or software package owned by the State Board of Control will be assigned to a specific employee. All employees who use PCs are responsible as owners, custodians, and users of the data and software maintained on their PCs. All managers, in conjunction with their employees, must maintain responsibility for the appropriate use of PCs, adherence to licensing agreements, and the security of data, hardware, and software. The acquisition and use of PCs

shall be in accordance with the State Board of Control's PC policy.

Only software purchased and supported by the Information Systems Section or explicitly approved by the Information Security Officer is authorized for use on the State Board of Control's personal computers. Any unauthorized software found on a personal computer could lead to administrative disciplinary action.

Refer to Board Policy Memo 96-02 and ADM:07:01:95-96, issued February 6, 1996, for additional guidance on this matter.

H. PERSONAL COMPUTER BACK-UP POLICY

To protect against loss of information stored on the State Board of Control's personal computers, electronic information backups should be performed on a regular basis by users storing information to a local drive. All diskettes used for the backup should be consecutively numbered and labeled with the user's name, the user's unit, the backup

date, and the backup type (incremental or full). These diskettes should be given to the Information Systems Section for safe and secure off-site storage.

Refer to Board Policy Memo 99-05 for additional guidance on this matter.

I. DESTRUCTION OF CONFIDENTIAL DOCUMENTS

Document shredders and receptacles marked "Confidential Material for Certified Destruction Only" are located throughout the building, and they are the only

authorized means for disposal of confidential information.

Refer to Board Policy Number 98-18 for additional guidance on this matter.

J. TURNING-OFF PERSONAL COMPUTERS AND TERMINALS

All employees will turn-off their assigned electronic workstations, personal computers, and other related equipment at the conclusion of each workday unless there is a specific need for 24-hour operation. Compliance with this section will

enable the State Board of Control to: reduce energy usage and utility costs, reduce unnecessary wear on the mechanical parts of a computer, reduce exposure to electrical spike damage, and reduce fire risk due to equipment malfunctions.

K. MEDIA CONTACTS

Any contact with media representatives should be immediately referred to the Chief Deputy Executive Director. In the absence of this individual, contacts should be referred to the Deputy Executive Director of the Revenue, Recovery & Compliance Division, the Manager of the Legislation, Policy & Special Services Section, the Deputy Executive Director of the Victims of

Crime Division, or the Manager of the Government Claims Division, depending on the subject matter of the inquiry. Media contacts can be referred to the Executive Director if the applicable Deputy Executive Directors or Managers are unavailable.

Refer to Board Policy Memo 98-16 for additional guidance on this matter.

L. LEGISLATIVE CORRESPONDENCE AND TELEPHONE CONTACTS

Any correspondence received from a state or federal legislative office should be immediately delivered to the Executive Director's Assistant. In her absence, the correspondence is to be delivered to either the Secretary to the Deputy Executive

Director or the Secretary for the Legislation, Policy, & Special Services Section.

Refer to Board Policy Memo 97-04 for additional guidance on this matter.

M. USE OF THE INTERNET

The State Board of Control reserves the right to monitor and/or log all computerized activity with or without notice, including e-mail and all web site communications, and therefore, users should have no reasonable expectation of privacy in the use of these resources.

It is unacceptable for a user to use, submit, publish, display, or transmit on the network or on any computer system any information which:

- Violates or infringes on the rights of any other person, including the right to privacy;
- Violates regulations or policies prohibiting sexual harassment;
- Restricts or inhibits other users from using the system or the efficiency of the computer systems;
- Encourages the use of controlled substances or uses the system for the purpose of criminal intent;
- Uses the system for illegal purposes; or

- Contains defamatory, false, inaccurate, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material.

It is also unacceptable for a user to use the facilities and the capabilities of the system to:

- Conduct any non-approved business;
- Solicit the performance of any activity that is prohibited by law;
- Transmit material, information, or software in violation of any local, state or federal law;
- Conduct any political activity;
- Conduct any non-governmental-related fund raising or public relations activities;
- Engage in any activity for personal gain or personal business transactions; or
- Make any unauthorized purchases.

Refer to Board Policy Number 99-04 for additional guidance on this matter.

N. PUBLIC ACCESS TO INFORMATION

All staff must comply with the following applicable laws prior to disseminating information:

- ♦ The California Public Records Act (Government Code § 6250-6265);
- ♦ California Information Practices Act of 1977 (Civil Code § 1798 et seq.);
- ♦ Comprehensive Computer Data Access and Fraud Act (Penal Code § 502);
- ♦ Unemployment Insurance Code § 2111;
- ♦ Government Code § 13968(d);

Additionally, the State Board of Control has developed several policies, procedures, and manuals that need to be reviewed and followed prior to any information dissemination. This policy can not include all the circumstances addressed by these other documents. However, adherence to the general rules below will provide some guidance. If questions develop, staff should not hesitate to consult with their supervisor in situations which raise concerns or in which the application of the available guidelines is not clear.

Victims of Crime Division

As a general rule, information in a victim's file may be disseminated only with the express written consent of the victim or the victim's attorney representative. If the victim is a minor, the written consent must be obtained from the minor's custodial parent/guardian or the designated attorney representative. The following are public records and may be disseminated upon

receipt of a written request: State Board of Control agendas.

Exceptions to this rule should be made on a case-by-case basis with approval of the Victims of Crime's Policy and Procedures Section Manager and after consultation with the State Board of Control's Legal Division.

Government Claims Division

As a general rule, recommendations and analyses prepared by the involved State agencies, as well as State Board of Control staff, are protected from disclosure until the time available to file litigation has passed without litigation being filed. Once the claim has been adjudicated or otherwise settled, or the time for adjudication has passed, all records involving the claim are public records. The following are public records and may be disseminated upon receipt of a

written request: claim documents, claim amendments, bid protest files, State Board of Control agendas, State Board of Control notices, and information submitted by a claimant.

Exceptions to this rule should only be made on a case-by-case basis with the approval of the Government Claims Program Manager and after consultation with the State Board of Control's Legal Division.

O. DRUG-FREE WORKPLACE REQUIREMENTS

The maintenance of a drug-free workplace is required by the Federal and State government. The State Board of Control is committed to maintaining a drug-free workplace. As such, employees noticing suspected illegal substances in the workplace should immediately notify their

supervisor. Each situation will be evaluated and appropriate action taken. Because some illegal substances can be absorbed through the skin, employees should never attempt to pick up or move suspected material.

GLOSSARY	
Access	To gain entry to, instruct, or communicate with the logical, arithmetical, or memory function resources of a computer, computer system, or computer network.
Computer Program or Software	A set of instructions or statements, and related data, that when executed in actual or modified form, cause a computer, computer system, or computer network to perform specified functions.
Computer System	A device or collection of devices, including support devices and excluding calculators which are not programmable and capable of being used in conjunction with external files, one or more of which contain computer programs, electronic instructions, input data, and output data; that performs functions including, but not limited to, logic, arithmetic, data storage and retrieval; communication, and control.
Confidential Information	Information that is exempt from disclosure under the California Public Records Act (Government Code §6250-6265); information classified as personal by the California Information Practices Act of 1977; information that is exempt from disclosure by other applicable State or Federal laws; and information limited from disclosure by contractual obligation, such as proprietary computer software.
Custodians of Information	Caretakers of an automated file or database. Custodians are normally organizational units, such as the Information Systems Section, or separate agencies, such as the Health and Welfare Data Center. Custodians usually provide technical facilities and support services to owners and users of information.
Data	A representation of information, knowledge, facts, concepts, computer software, computer programs or instructions. Data may be in any form, in storage media, or as stored in the memory of the computer or in transit or presented on a display device.
E-Mail (Electronic Mail)	A means of sending messages between computers using a computer network or over a modem connected to a telephone line.
Full Backup	A backup of electronic data containing selected files.
Improper Disclosure of Information	The disclosure by Board employees of information accessed through the Board that might have adverse personal implications with respect to identifiable individuals, either Board employees or participants in a Board program.
Incremental Backup	A backup of electronic data containing all selected files modified or added since the last full backup.
Information Security Breach	Including, but not limited to, any of the following acts: the unauthorized use of equipment, the improper disclosure of information, the unauthorized disclosure of software, the unauthorized modification of information or software, the loss of information or software, the unauthorized use of information, and/or the unauthorized use of software.
Information Security Officer (ISO)	The individual responsible for overseeing the Board's policies and procedures designed to protect the Board's information assets. Security and risk management are the ISO's top priorities. The Board's ISO is MARK LAMB, (916) 445-2580.
Information Security Violation	Any act that is not in compliance with established laws, regulations, policies, or procedures.
Internet	A medium through which information or electronic mail may travel.
Local Drive	The internal hard disk of a personal computer.

Loss of Information or Software	The unauthorized destruction or removal of a Board data file, system software, or application software by a Board employee.
Owners of Information	The organizational unit having responsibility for making classification and control decisions regarding an automated file or database. Generally the program management that employs the data processed by an automated system is responsible for identifying user access requirements and is most affected if the information is lost, compromised, delayed, or disclosed.
Personal Computer	Any desktop or portable computer owned and maintained by the Board, including but not limited to all IBM and IBM compatible desktop and laptop computers and all Apple Macintosh computers.
Public Information	Anything not classified as confidential. Public information may also be sensitive information.
Sensitive Information	Information that requires special precautions to protect it from unauthorized or accidental modification or destruction. Maintenance of its integrity or assurances as to its accuracy and completeness is required. Sensitive information may be confidential or public information.
System Administrator	State Board of Control's Information Systems Section Manager.
Unauthorized Disclosure of Software	The giving or selling of a program developed at Board expense to another person or organization.
Unauthorized Modification of information or Software	The accidental or malicious alteration of the records in a file, systems software, or applications software by a Board or Agency employee.
Unauthorized Use of Equipment	The use of Board hardware by Board employees to process information without the knowledge of management.
Unauthorized Use of Information	The unauthorized selling or otherwise giving of information accessible through the Board to other persons or organizations.
Unauthorized Use of Software	The unauthorized use of software by a Board employee to process data.
User of Information	An employee having specific, limited authority from the information owner to view, change, add to, disseminate, or delete such information.
World Wide Web (WWW, or the WEB)	A part of the Internet which provides a way for organizations or individuals to publish information which is then available to a world-wide audience.
Workgroup Computing Coordinator	The individual assigned by the Information Systems Section Supervisor to administer the Board's Workgroup Computing Policy. Contact Paul Davis, at (916) 445-5477 for additional information.

1999 ISP ACKNOWLEDGEMENT FORM

TITLE	ISSUE DATE	REFERENCE #
a) Information Security Officer	December 1, 1998	Policy Memo 98-17
b) Policy for Destruction of Confidential Records	December 2, 1998	Policy Memo 98-18
c) Policy and Procedures for Reporting Suspected Improper or Illegal Activities	March 10, 1999	Policy Memo 99-07
d) Property Loss, Theft, or Unauthorized Destruction	March 10, 1999	Policy Memo 99-06
e) Acquisition and Use of PC Systems	June 12, 1989	N/A
f) Personal Computer Back-Up Policy	March 10, 1999	Policy Memo 99-05
g) Access to Records	September 24, 1990	Policy Memo 90-03
h) Media Contacts	April 2, 1998	Policy Memo 98-16
i) Handling of Legislative Correspondence and Telephone Contacts	April 2, 1998	Policy Memo 98-15
j) Computer Room Access	June 30, 1992	Policy Memo 92-03
k) Drug-Free Workplace Requirements	July 3, 1989	Policy Memo 89-07
l) Personal Use of Telephones and Client Response Policies	May 28, 1998	Policy Memo 98-34
m) Definition and Assignment of Responsibility for Automated Files	July 22, 1992	ADM:13:01:92-93
n) Internet Access Policy	March 3, 1999	Policy Memo 99-04

I, _____ have received, read, and understand the State Board of Control's Information Security Pamphlet (Board Policy Memo No. 99-01) and all of the policies and memorandums indicated above.

I understand that any violation of the Information Security Pamphlet, or any of the policies or memorandums above, may result in disciplinary action up to and including dismissal.

Employee Printed Name

Employee Phone Number

Employee Signature

Date

Supervisor Signature

Date

INFORMATION SECURITY OFFICER USE ONLY			
Date Received:		Initials:	