

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

DEPT: DISTRICT ATTORNEY

BOARD AGENDA # \*B-12

Urgent

Routine

AGENDA DATE June 28, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of the Contract for July 1, 2011 through June 30, 2012 between the Victim Compensation and Government Claims Board and the District Attorney's Office for a Paralegal to Track, Research and Report on Restitution to Victims of Violent Crimes

STAFF RECOMMENDATIONS:

1. Approve the contract between the Victim Compensation and Government Claims Board and the District Attorney's Office in the amount of \$63,853.
2. Authorize the District Attorney to sign the contract and approve the grant award agreement including any extensions, or amendments.
3. Approve a formal resolution to be submitted to the Victim Compensation and Government Claims Board accepting the grant award.

FISCAL IMPACT:

The total grant funding of \$63,853 is reflected in the Fiscal Year 2011-2012 Proposed Budget. The grant amount is not adequate to cover the full cost of the Paralegal position that is allocated to this program due to increased salary, and benefit costs. The funded amount covers 83% of the funded position, leaving a projected shortfall of \$13,149. The commitment of the District Attorney's Office in providing services to victims will continue as the shortfall will be funded from the Department's General Fund 2011-2012 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2011-392

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of the Contract for July 1, 2011 through June 30, 2012 between the Victim Compensation and Government Claims Board and the District Attorney's Office for a Paralegal to Track, Research and Report on Restitution to Victims of Violent Crimes

DISCUSSION:

The Victim Compensation and Government Claims Board assists victims of violent crimes by providing for the payment of medical bills and other losses. The Victim Compensation and Government Claims Board receives funding through the State Restitution fund, which is collected through fines and restitution orders levied against individuals convicted of crimes. In order to continue assisting these victims, the Victim Compensation and Government Claims Board must insure that restitution fines and orders are requested by the District Attorney's offices and imposed on defendants by the courts. To accomplish this, the Victim Compensation and Government Claims Board requested that the Stanislaus County District Attorney's office enter into a contract to provide a position of paralegal to research, track and report data to the Revenue Recovery and Compliance Division of the Victim Compensation and Government Claims Board. This collaboration was initiated in Fiscal Year 1999-2000 and has been a successful program. The Victim Compensation and Government Claims Board has requested that the program be continued for Fiscal Year 2011-2012.

Victims of violent crimes deserve to be made whole, as much as humanly possible, by the perpetrator. To do this, these cases must receive the appropriate attention at their onset in the criminal justice system. The paralegal assigned to this contract identifies and tracks offenders, determines the amount of loss the victim has incurred, notifies the Deputy District Attorney of the amount and requests that an appropriate order be requested of the court.

POLICY ISSUES:

Acceptance of this contract will help the District Attorney's office continue to meet the Board's priority of A Safe Community by providing assistance to victims of violent crimes in receiving appropriate restitution from the perpetrators.

STAFFING IMPACTS:

With the approval of this contract, the existing paralegal position will continue to be authorized and will be funded primarily with non general fund dollars.

CONTACT INFORMATION:

Birgit Fladager, District Attorney (209) 525-5550

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: June 28, 2011

No. 2011-392

On motion of Supervisor O'Brien Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-12

WHEREAS, the Stanislaus County Board of Supervisors desires to continue a certain project designated the VICTIM RESTITUTION PROGRAM to be funded from funds made available through the VICTIM RESTITUTION PROGRAM administered by the VICTIMS COMPENSATION AND GOVERNMENT CLAIMS BOARD (hereafter referred to as VCGCB).

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of Stanislaus County is hereby authorized on its behalf to accept an agreement from VCGCB for the period July 1, 2011 through June 30, 2012, and is authorized to sign and approve on behalf of the Stanislaus County Board of Supervisors the Grant Award Agreement including any extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and VCGCB disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall be used consistent with the grant award and shall not be used to supplant expenditures controlled by this body.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California



File No.

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

AGREEMENT NUMBER <b>VCGC1087</b>
REGISTRATION NUMBER <b>CP1187249</b>

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, DISTRICT ATTORNEY'S OFFICE**

2. The term of this Agreement is: **JULY 1, 2011** through **JUNE 30, 2012**


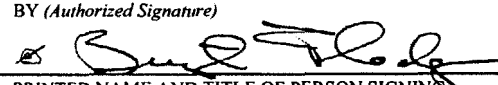
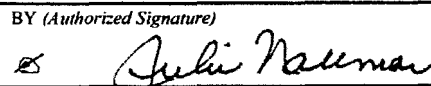
3. The maximum amount of this Agreement is: **\$63,853.42**  
**Sixty three thousand, eight hundred fifty three dollars, and forty two cents.**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B-1 – Budget Page	<del>1</del> Page <sup>30</sup>
Exhibit C* – General Terms and Conditions (GTC 610)	1 Page
Exhibit D – Special Terms and Conditions	7 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – Confidentiality Statement	<del>2</del> Pages <sup>30</sup>
Attachment III – Invoicing Instructions and Invoice Worksheet	3 Pages
Attachment IV - Approved Travel Reimbursement Rates	4 Pages
Attachment V - Equipment Purchase Authorization Form	<del>2</del> Pages <sup>30</sup>
Attachment VI – County Inventory Form	1 Page

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

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

<b>CONTRACTOR</b>		California Department of General Services Use Only   <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">           APPROVED             DEPT OF GENERAL SERVICES         </div> <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>6-10-11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Birgit Fladager</b>		
ADDRESS <b>832 12th Street, Suite 300, Modesto, CA 95354</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>7-29-11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JULIE NAUMAN, EXECUTIVE OFFICER</b>		
ADDRESS <b>400 "R" STREET, SUITE 400, SACRAMENTO, CA 95811</b>		




AGREEMENT NUMBER <b>VCGC1087</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
 CONTRACTOR'S NAME  
**COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE**
- The term of this Agreement is: **JULY 1, 2011** through **JUNE 30, 2012**
- The maximum amount of this Agreement is: **\$63,853.42**  
**Sixty three thousand, eight hundred fifty three dollars, and forty two cents.**
- 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.

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF STANISLAUS, DISTRICT ATTORNEY'S OFFICE</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>6-10-11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Birgit Fladager</b>		
ADDRESS <b>832 12th Street, Suite 300, Modesto, CA 95354</b>		
<b>APPROVED AS TO FORM:</b> <b>STANISLAUS COUNTY COUNSEL</b> BY 		
STATE OF CALIFORNIA DATE: <b>6-10-11</b>		
AGENCY NAME <b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JULIE NAUMAN, EXECUTIVE OFFICER</b>		
ADDRESS <b>400 "R" STREET, SUITE 400, SACRAMENTO, CA 95811</b>		
		<input type="checkbox"/> Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

The Victim Compensation and Government Claims Board (hereinafter, "VCGCB") and the District Attorney agree that the intent of this contract is to establish a positive, collaborative relationship for effective operation of California's criminal restitution system.

1. SCOPE OF WORK

The VCGCB and the District Attorney agrees that:

- a. The Criminal Restitution Compact (CRC) Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure the imposition of the following :
  - i. Restitution orders in all appropriate cases involving a victim who has filed a claim with the California Victim Compensation Program (CalVCP) and where monies have been paid or are expected to be paid on behalf of the direct victim or any other qualifying applicant;
  - ii. Restitution fines on all convicted offenders;
  - iii. Parole revocation restitution fines in all cases in which the offender who receives parole;
  - iv. Diversion restitution fees for all diverted offenders; and
  - v. Probation revocation restitution fines in all cases in which the offender's sentence may include a period of probation.
- b. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- c. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
- d. The District Attorney (or his or her designee) and the VCGCB's Executive Officer (or his or her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.
- e. This contract shall be modified if its terms are determined to be inconsistent with applicable law, or as otherwise necessary.
- f. The Specialist shall have access to the necessary court records to monitor cases associated with any applications filed with the CalVCP as they proceed through the criminal or juvenile justice system. The Specialist must contact the VCGCB's Restitution Analyst immediately with specific information to prevent any potential overpayments as a result of an incorrect award, if it is discovered that the victim is no longer eligible as defined under Government Code Section 13956:
  - Participation in the crime;
  - Involvement in the crime;
  - Lack of cooperation with law enforcement or the CalVCP;
  - Felon;
  - Participation in events leading up to the crime.
- g. When the Specialist receives notice that a victim has filed for CalVCP assistance prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance

## EXHIBIT A

### SCOPE OF WORK

granted by the VCP, if any, and any other information necessary from the VCGCB's application processing system, and provide this information to the District Attorney's Office for the purpose of obtaining a board or victim restitution order (see Exhibit A - 1a).

- h. The District Attorney shall submit the CalVCP payment information (initial and subsequent) as described under Exhibit A - 1a to the court and request that the court impose one or more of the following, as appropriate: a restitution fine; a diversion restitution fee; a probation revocation restitution fine; a parole revocation restitution fine; a restitution order for an amount equal to that which the CalVCP has paid on the associated claim(s); a restitution order for an amount "to be determined" (if the CalVCP has not made a payment on the associated claim(s)); and/or a diversion restitution fee.
- i. If a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, the Specialist shall provide to the probation department the amount of the CalVCP assistance and request that the probation department include the information in its PSI.
- j. The Specialist shall provide to the VCGCB the final disposition status of juvenile and adult criminal cases associated with applications filed with the CalVCP within thirty (30) calendar days of the judge imposing the restitution order and fine.
- k. After sentencing has occurred, the Specialist is required to ensure that the court's final decision (per the CR-110s and/or Minute Orders) is entered correctly either by the California Department of Corrections and Rehabilitation intake center or the local collection entity. The Specialist shall provide a quarterly report to the VCGCB's Restitution Section on the status of restitution orders and fines collected by the county on impositions associated with CalVCP applications.
- l. The Specialist shall monitor, in the VCGCB's computer system (CDTS and CaRES), CalVCP applications associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders every six months from the date of sentencing. When payments on a claim reach \$500, the Specialist shall notify the prosecuting attorney, District Attorney, probation department, and/or other appropriate District Attorney staff that the TBD restitution order needs to be amended / modified. The Specialist shall provide a copy of the notification to the VCGCB. In all cases, one year before the offender is terminated from parole or probation, the Specialist shall seek a modification of the TBD restitution order to reflect the current payout. The VCGCB shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The VCGCB shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested. The Specialists will enter all information into the VCGCB CDTS system.
- m. The Specialist shall respond to the VCGCB Probate Analyst on probate-related matters within five (5) business days of a request for information.
- n. The Specialist will cooperate with CDCR in the modification of board and victim orders.
- o. The Specialist shall notify the VCGCB's Lien Analyst if they discover that the victim has filed a civil suit, vehicle insurance claim, Workers' Compensation or has received any other type of reimbursement that could be used to offset any losses that the victim may have as a direct result of the crime.

**EXHIBIT A**

**SCOPE OF WORK**

- p. The Specialist shall respond to the VCGCB's Custodian of Records on restitution-related matters within five (5) business days of the request.
- q. The Specialist shall facilitate contact, provide training, and attend meetings between the county collection entity(ies) to discuss ways of ensuring the collection of, as well as increasing the collections of, restitution orders and fines. This includes placing liens on any property owned by the offender and/or wage garnishments.
- r. The Specialist shall serve as a county resource on restitution issues, statutes, and case law. To this end, the Specialist shall assist victims in obtaining restitution whether or not they have filed applications with the CalVCP. The Specialist shall engage in the following activities no more than 5% of his/her time: 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.
- s. The Specialist must spend a minimum of 95% of his or her time performing the work described in Exhibit A - 1a through 1q and directly related to the imposition and collection of restitution orders. The Specialist shall document his or her activities by using regular time and attendance records in a format approved by the VCGCB. These records shall be forwarded to the VCGCB on a monthly basis in an electronic format by the 15<sup>th</sup> of the following month. This documentation is necessary for the VCGCB to be reimbursed for restitution activities from the administrative cost portion of the VCGCB's VOCA grant. Failure to keep and maintain the records required by this section may result in the District Attorney's Office not being compensated under this contract for these activities.

2. The project representatives during the term of this contract will be:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: County of Stanislaus DA's Office
Name: Blanche Harbridge-Wright Deputy Executive Officer	Name: Birgit Fladager
Phone: (916) 491-3507	Phone: (209) 525-5550
Fax: (916) 491-6420	Fax: (209) 525-6945
Email: <a href="mailto:Blanche.Harbridge-Wright@vcgcb.ca.gov">Blanche.Harbridge-Wright@vcgcb.ca.gov</a>	Email: <a href="mailto:birgit.fladager@standa.org">birgit.fladager@standa.org</a>

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: County of Stanislaus DA's Office
Section/Unit: Administration and Finance Division	Section/Unit: Restitution
Attention: Chris Lackey, Revenue Recovery Manager	Attention: Barbara Roehrick
Address: 400 "R" Street, 5 <sup>th</sup> Floor Sacramento, CA 95811	Address: 832 12th Street, Suite 300 Modesto, CA 95354
Phone: (916) 491-3636	Phone: (209) 525-5542
Fax: (916) 491-6448	Fax: (209) 525-6945
Email: <a href="mailto:Chris.Lackey@vcgcb.ca.gov">Chris.Lackey@vcgcb.ca.gov</a>	Email: <a href="mailto:barbara.roehrick@standa.org">barbara.roehrick@standa.org</a>



**EXHIBIT B**

**BUDGET DETAIL AND PROVISIONS**

**1. INVOICING AND PAYMENT**

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this contract, and as reflected in the attached budget.
- b. Invoices shall include the contract number, employee name, position/classification, and time base. Invoices and timesheets/attendance records shall be submitted no later than the 15<sup>th</sup> of the month to:

Victim Compensation and Government Claims Board  
Attn: Fiscal Services Division/Accounting Section  
400 "R" Street, Suite 500  
Sacramento, CA 95811

- c. All contract line item allocations and expenditures are subject to the review and approval from the VCGCB.
- d. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30<sup>th</sup> of each year during the term of this contract. The final reimbursement to the District Attorneys' Office shall be contingent upon the receipt and approval of the closeout invoice by the VCGCB.

**2. BUDGET CONTINGENCY CLAUSE**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the VCGCB shall have no liability to pay any funds whatsoever to the District Attorney's Office or to furnish any other considerations under this contract and the District Attorney's Office shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the VCGCB shall have the option to either cancel this contract with no liability occurring to the VCGCB, or offer an amendment to the contract to the District Attorney's Office to reflect the reduced amount.
- c. The District Attorney's Office shall be paid by the VCGCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this contract are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Criminal Justice Programs Division, Office of Emergency Services.
- d. The VCGCB reserves the right to disencumber contract monies at any time during the contractual relationship for reasons substantiated by the VCGCB. Notification will be provided to the county before any action is taken.

**EXHIBIT B**

**BUDGET DETAIL AND PROVISIONS**

3. PROMPT PAYMENT CLAUSE

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

4. COST LIMITATION

The total amount of this contract shall not exceed \$63,853.42 for fiscal year 2011-2012. 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.

5. REDUCTION OF CONTRACT AMOUNT

The VCGCB reserves the right to reduce the amount of the contract if the VCGCB's fiscal monitoring indicates that the District Attorney's Office rate of expenditure will result in unspent funds at the end of the fiscal year or when deemed necessary. If a reduction does occur, the VCGCB will provide a written explanation to the District Attorney within thirty (30) days of said decision.

**BUDGET WORKSHEET**  
 FY 2011/12  
 (Standard Agreement)

Exhibit B-1  
 County of  
 Agreement Number VCGC1087

County and Agency: STANISLAUS COUNTY DISTRICT ATTORNEY			
Personnel Expenses	2011-2012 BUDGET	Salary / Hourly Rate Range	Timebase
<b>SALARIES AND WAGES</b>			
Name: Barbara Roehrick	\$43,549.19	3,629/month	100%
Name:		(award amt covers 77% of salary)	
Name:			
Name:			
<b>FRINGE BENEFITS</b>		<b>PERCENTAGE OF SALARY / DESCRIPTION</b>	
Name: Barbara Roehrick	\$20,304.23	47% of Salary	
Name:			
Name:			
Name:			
<b>TOTAL PERSONNEL EXPENSES</b>		<b>\$63,853.42</b>	
<b>Operating and Overhead Expenses</b>		<b>DESCRIPTION OF EXPENSES</b>	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Training			
Travel (Reimbursed @ current DPA rates)			
**Equipment			
Mileage			
Indirect Costs (s 10% salary/fringe)			
<b>TOTAL OPERATING EXPENSES</b>			
<b>TOTAL BUDGET</b>		<b>\$63,853.42</b>	

\* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

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

\*\*\* and \*\* in detail, please specify what expenses are included for each of these line items.

*Chris Coekey, SSM-II 5-17-11*  
*VCGC*

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS**

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. PERSONNEL SERVICES**

- a. The District Attorney shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney shall notify the VCGCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The District Attorney shall obtain written authorization prior to filling vacant or new positions, prior to changing the time base of existing positions even though funding was previously requested and made part of the budget, and prior to making any staffing change that may affect the provision of services under this contract. Approval for filling the vacant or new positions will be based upon the VCGCB's review of the District Attorney's workload and upon the availability of funds.
- c. The District Attorney shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the District Attorney assign a staff person to perform functions other than those described in Exhibit A – 1a, the District Attorney shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the District Attorney's Office for other duties performed outside the scope of the contract.
- d. The District Attorney shall notify the VCGCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than three weeks. When the staff person retires or is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the District Attorney's Office for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the District Attorney agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the contract.
- e. The District Attorney shall ensure that staff persons, assigned to functions under this contract, do not participate in criminal investigations or prosecution.
- f. For each staff member performing services under this contract, the District Attorney shall provide the name, business address, telephone number, e-mail address, job title and description of duties; the name of his/her supervisor; the names of staff supervised; and any other information as required by VCGCB.
- g. The Specialist may work overtime but it must be noted on the monthly timesheet with an explanation as to why the overtime was necessary. The VCGCB reserves the option of not reimbursing overtime that exceeds the dollar amount for the fiscal year.

**2. PERFORMANCE ASSESSMENT**

- a. The VCGCB shall assess and evaluate the CRC's performance based on data from the VCGCB CDTs database.
- b. The VCGCB shall monitor performance under the contract and on a monthly basis report performance to the CRC management.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

- c. The VCGCB reserves the right to revoke the access code of any CRC staff whose performance is consistently poor based on the performance criteria used by the VCGCB. Any CRC staff whose access code has been revoked shall no longer be authorized to access CDTS or CaRES. The VCGCB may subsequently agree to allow any such employee to work under this contract.
- d. The VCGCB may set performance and production expectations or goals for the CRC's related to the fulfillment of the services in this contract. Those expectations may include, but are not limited to: specific time frames for completion of work, specific amounts of work to be completed within given time frames, and specific standards for the quality of work to be performed. The VCGCB will provide written notice of the performance and production expectations to the CRC management. If the CRC fails to achieve the performance and production expectations set by the VCGCB within ninety (90) days of receipt of written notice, the VCGCB reserves the right to reduce the amount of the contract or terminate the contract upon an additional thirty (30) days notice.

**3. PROGRAM EVALUATION AND MONITORING**

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

**4. JOB-RELATED TRAVEL**

- a. Where the VCGCB anticipates meetings in Sacramento, only the primary contract representative (not supervisors) is approved to travel. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with Attachment IV.
- b. Prior written authorization must be obtained from the VCGCB to attend restitution and/or collection related training, conferences or to travel for other purposes not directly related to the performance of this contract. Absent such prior approval, the VCGCB reserves the option of not reimbursing the expenses.

**5. MOVING**

- a. The VCGCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.
- b. The District Attorney's Office shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be addressed to the attention of the Restitution Manager, Administrative and Financial Services Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348; or emailed to: [Chris.Lackey@vcgcb.ca.gov](mailto:Chris.Lackey@vcgcb.ca.gov).

Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

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**SPECIAL TERMS AND CONDITIONS**

- c. Failure of the District Attorney's Office to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The VCGCB will not reimburse the District Attorney's Office for lost production time.

**6. REGULATIONS AND GUIDELINES**

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

**7. UTILIZATION OF COMPUTER SYSTEM**

The District Attorney shall ensure that all District Attorney staff performing duties described in this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES (Compensation and Restitution System) and CDTs (Criminal Disposition Tracking System), regardless of whether or not the services of such staff persons are paid for by VCGCB.

**8. EQUIPMENT:**

- a. Written Request and Approval Prior to Purchase:

The District Attorney's Office shall obtain prior written authorization from the VCGCB in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this contract. The VCGCB reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

The District Attorney shall submit the request for equipment purchases on the Equipment Purchase Justification/Authorization Request Form (Attachment V) to the attention of the Restitution Analyst, Administration and Financial Division, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348.

- b. Purchase of Information Technology Equipment

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

All equipment purchased or reimbursed under this contract, regardless of whether the VCGCB or the District Attorney purchased it, shall be the property of the VCGCB and shall be identified with a state

**EXHIBIT D**

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identification number. The District Attorney shall ensure that no one other than a staff person who performs duties under this contract uses VCGCB equipment.

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

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

**9. OPERATING EXPENSES:**

- a. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses, such as supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expense line-item. The VCGCB reserves the right to deny any expenses that are not allowable by the state.
- b. The District Attorney's Office shall submit a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten percent of salary and fringe benefit(s) totals.
- c. The District Attorney's Office shall obtain written approval prior to modifications being made to the line items under the operating expense category, such as an increase or offsetting savings from one line-item to another. Requests should be directed to the attention of the Restitution Manager.
- d. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice.
- e. The VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLA's) issued by the County. COLA requests will be considered in terms of the current budget climate for both the VCGCB and the state.
- f. The District Attorney's Office shall obtain written approval prior for purchases. Requests should be directed to the attention of the Restitution Manager.

**10. TERM OF CONTRACT:**

The period of performance for the contract will be July 1, 2011 through June 30, 2012.

**11. INVENTORY:**

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30<sup>th</sup> of each year for the term of this contract, using the



**EXHIBIT D**

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County Inventory Form (Attachment VI). The completed form shall be submitted to the Victim Compensation and Government Claims Board, Business Services Section, P. O. Box 48, Sacramento, CA 95812.

In the event of termination of this contract, the VCGCB shall take possession of its property. The District Attorney's Office shall hold those items (identified on the County Inventory Form) in storage until the VCGCB retrieves its property. Payment of storage and retrieval shall be the responsibility of the VCGCB.

**12. CONFIDENTIALITY OF RECORDS:**

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

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

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

The District Attorney shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The CRC Specialist, Specialist Supervisor or any other person under contract (or not under contract if they perform duties associated with access and records contained in CaRES or CDTs) with the VCGCB shall complete and submit a signed Confidentiality Statement (Attachment II) no later than July 1, 2011 to:

Victim Compensation and Government Claims Board  
Attn: Robin Baglietto  
Business Services Section  
400 "R" Street, Suite 400  
Sacramento, CA 95811

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**13. SUBPOENAS**

The District Attorney's Office is not the Custodian of Records for any of the materials it creates or receives pursuant to this contract. The District Attorney's Office shall post a notice in its receiving department or other appropriate place stating that subpoenas for all Victim Compensation Program records must be personally served on the California Victim Compensation and Government Claims Board, Attn: Legal Office at 400 "R" Street, 5<sup>th</sup> Floor, Sacramento, CA 95811. The District Attorney's Office may also contact the Legal Office at (916) 491-3605 for further assistance.

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the VCGCB with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

**14. INCOMPATIBLE WORK ACTIVITIES**

The District Attorney's staff assigned to perform services for the VCGCB must not:

- a. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with, his or her assigned duties under the contract.
- b. Use information obtained while doing work under the contract for personal gain or the advantage of another person.
- c. Provide confidential information to anyone not authorized to receive the information. Confidential information obtained during the performance of contract duties must be held in strict confidence.
- d. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.
- e. Represent himself or herself as a VCGCB employee.
- f. Take any action with regard to a CalVCP claim, or restitution matter with the intent to obtain private gain or advantage.
- g. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party.
- h. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contact is for the purposes of carrying out the services under this contract and is done in an appropriate manner.

It shall be the District Attorney's responsibility to ensure that every staff person assigned to provide contracted services to the VCGCB is made aware of and abides by this provision. If an assigned staff person is unwilling or unable to abide by this provision, the staff person shall no longer be assigned to perform the services required by the contract. Any questions should be directed to the VCGCB's Legal Office at (916) 491-3605.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**15. RETENTION OF RECORDS**

The District Attorney's Office will retain claim files in the respective file rooms until at least two (2) years have elapsed since the claim's last activity date (hearing date). These applications will be considered inactive and will be forwarded to the VCGCB's Main File Room (MFR). The MFR will purge these applications and forward to the State Record Center (SRC) for an additional five (5) years. After seven (7) continuous years of inactivity, the MFR will have the claim file destroyed.

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

**16. SUBCONTRACTING**

All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.

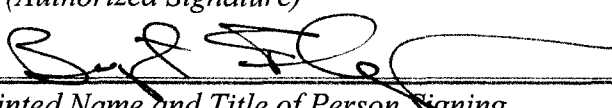
**17. TERMINATION FOR CONVENIENCE**

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

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**CERTIFICATION**

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

<i>Contractor/Bidder Firm Name (Printed)</i> Stanislaus County District Attorney's Office		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Birgit Fladager-District Attorney		
<i>Date Executed</i> 6-13-11	<i>Executed in the County of</i> Stanislaus	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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



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

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

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

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



STATE OF CALIFORNIA  
EDMUND G. BROWN, JR., Governor

ANNA M. CABALLERO  
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

**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.

Birgit Fladager  
Signature

6-10-11  
Date

BIRGIT FLADAGER  
Name (Print)

STANISLAUS COUNTY  
Affiliation (County/Vendor)



STATE OF CALIFORNIA  
EDMUND G. BROWN, JR., Governor

ANNA M. CABALLERO  
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

### **CONFIDENTIALITY STATEMENT**

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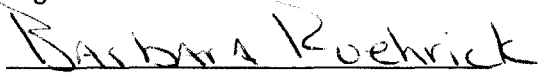
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### **ACKNOWLEDGEMENT**

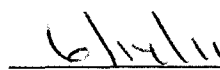
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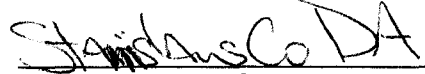
Signature



Name (Print)



Date



Affiliation (County/Vendor)

## 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 salary/hourly rate range and the percentage of time devoted to the program. Example: If the person is employed full-time, show the following: \$2,500.00 salary rate per month at 100% time = \$2,500.00. If the person is employed part-time, show the hourly rate and the number of hours devoted to the program (e.g., \$25.00/hour for 10 hours per month = \$250.00) or the monthly salary and the percentage of time devoted to the program (e.g., 50% x \$2,500.00 = \$1,250.00).

### 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 and Overhead Expenses

The following items fall within this category: facility operations (rent/utilities), operating expenses (postage/data processing/office supplies/telephone), training, travel, indirect costs ( $\leq 10\%$  salary/fringe benefits), and equipment (rental/repair/expendable). All items submitted must include a description or explanation of the expense.

The following subcategories have special requirements as noted below.

### Rent

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

### Office Supplies

A request for office supplies in excess of \$500.00 per PY requires a justification for the entire amount of expenditures.

### Equipment

Non-capitalized assets: expendable equipment includes equipment with an acquisition cost of \$499.00 or less per unit (including task, 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.

Capitalized assets: capitalized assets includes equipment with an acquisition of \$500.00 or more per unit (including tax, installation and freight) or with 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.

Note

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

Overhead/Indirect Costs

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

Travel

The Contractor may use either its own written travel and per diem policy or the State policy in accordance with State Administrative Manual Section 0700 but it cannot exceed reimbursement rate of the State's travel policy. See Attachment IV for the State travel reimbursement.

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.

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. The Board reserves the right to deny payment for any unauthorized expense.



**INVOICE WORKSHEET**

Attachment III

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

## APPROVED TRAVEL INFORMATION

### I. Short-Term Travel

Staff on travel status for more than one 24-hour period and less than 31 consecutive days may claim per diem for each 24 hours of travel. Staff on travel status for less than 24 hours may claim lodging expenses, if this applies, and breakfast or dinner. No lunch or incidental allowance is paid when staff are on travel status for less than 24 hours. Expenses must be incurred at least 50 miles from headquarters.

Per diem and lodging expenses will be reimbursed in the amount of actual expenses. Expenses must be supported by a receipt.

### Meals and Incidentals

The following reimbursement rates are maximums, not allowances. Staff may claim only their *actual* expense and must have receipts substantiating the amount claimed.

For each full 24-hour period of travel, staff may claim the following:

Breakfast	Actual expense up to \$6
Lunch	Actual expense up to \$10
Dinner	Actual expense up to \$18
Incidentals	Actual expense up to \$6

### Trips of Less than 24 Hours

For travel lasting less than 24 hours, staff may claim breakfast and/or dinner (as noted above), based on the following timeframes.

Fractional day of travel	
Trip begins at or before 6am and ends at or after 9am	Breakfast may be claimed
Trip begins at or before 4pm and ends at or after 7pm	Dinner may be claimed
<i>Staff may <b>not</b> claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>	

Staff may **not** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Staff members who receive a meal as part of State travel must reduce their per diem claim by the cost for that meal. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

## II. Long-Term Travel

Staff members on travel status for longer than 31 consecutive days qualify for long-term travel per diem. The full long-term per diem is paid for each 24-hour period provided the staff's primary residence is occupied by the staff's dependents or is maintained at a net expense greater than \$200 per month. If staff does not maintain a separate residence, payment is one-half the full long-term rate. The rate ends when an employee is assigned to another geographic area. Partial days of long-term travel are paid as follows: Less than 12 hours—one half the long-term rate; 12-24 hours—full long-term rate. This rate includes meals, lodging, and incidental allowances.

For travel lasting 24 hours or more, staff may claim meals (as noted above), based on the following timeframes.

<b>First day of travel</b>	
Trip begins at or before 6am	Breakfast may be claimed
Trip begins at or before 11am	Lunch may be claimed
Trip begins at or before 5pm	Dinner may be claimed
<b>Continuing after 24 hours</b>	
Trip ends at or after 8am	Breakfast may be claimed
Trip ends at or after 2pm	Lunch may be claimed
Trip ends at or after 7pm	Dinner may be claimed

## III. Transportation

Travel should be done in the most efficient and the least costly manner. Staff may use a more costly form of transportation, but they are paid at the least costly rates. In such cases a cost-comparison must be done to determine the least costly rate. When determining the method of transportation, consider the direct expense and staff time away from the office. Consider and document these criteria when deciding:

- a. The cost of personnel hours lost in travel.
- b. Total commercial travel costs (airlines, rental vehicle, taxi, etc.).
- c. Added per diem costs.
- d. Accessibility and/or urgency of the situation.
- e. Scheduling demand and limitations.
- f. Driving time to location would exceed two hours one way.
- g. Commercial airline service and schedules between points of origin and destination including any intermediate stops or layovers.

Submit approval request in writing to the agency approval authority as soon as possible, but not less than 24 hours before the flight. Immediate or unanticipated requests can be made verbally. File a confirming written request within 24 hours of trip completion.

Requests will contain:

- a. Date, time, and name/title of requester.

- b. Date(s) and itinerary of requested flight(s).
- c. Purpose of trip.
- d. Passengers (include title and organization).
- e. Transportation selection criteria justification.

### **Air Travel**

Staff should travel by aircraft when it is the most efficient and least costly method for conducting official State business. Staff will travel by the least costly class and take advantage of discounts whenever possible. If staff travels in other than the least costly class, full explanation must be submitted with the claim.

Frequent Flyer Points/Premiums/Vouchers received by staff because of travel on official State business are the property of the staff member.

### **Privately-Owned Vehicle Travel**

In order to use a privately-owned vehicle as transportation for official State business, staff must certify in writing the vehicle will always be covered by liability insurance at the following levels: \$15,000 for personal injury to, or death of, one person; \$30,000 for personal injury to two or more persons in one accident, and \$5,000 for property damage. The vehicle is adequate for the work. The vehicle is equipped with operating safety belts. The vehicle is in safe mechanical condition. Complete the certification form: Authorization to Use Privately Owned Vehicles on State Business (STD. 261). Each year the form must be verified and resigned.

Staff can claim repair for a privately-owned vehicle damaged while conducting official State business if the accident was **not** the staff member's fault. Payment is made out of the agency's allotted travel funds. File the claim in the following manner:

1. File a Report of Vehicle Accident form, (STD. 270).
2. Attempt to recover damages through insurance coverage.
3. Prepare TEC.
4. Submit three estimates of repair costs.

### **IV. Mileage**

Mileage will be reimbursed in accordance with the Department of Personnel Administration's travel rules and the Internal Revenue Service's current published mileage reimbursement rates. The Contractor who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate. The most current information on the state mileage rate can be found at: <http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursement.htm>.

## V. Parking

Staff using State-owned vehicles or privately-owned vehicles on official State business may be reimbursed for certain parking charges. These charges are:

1. Day parking when on trips away from their headquarters office and residence.
2. Overnight public parking when on trips away from the headquarters city and city of residence. Claims are not allowed if expense-free overnight parking is conveniently available.
3. Day parking next to their headquarters, provided they have other reimbursable vehicle expenses for the same day or are using a State vehicle. This is for employees who spend most of their time on field assignments and report to their headquarters offices occasionally.

Staff parking at airports must use the less expensive peripheral parking, or adequately justify excess parking charges.

All parking, taxi, airport shuttle, etc. fees which exceed \$10.00 must be supported by receipt.

## VI. Forms

1. Authorization to Use Privately Owned Vehicles on State Business (STD. 261), Report of Vehicle Accident Form (STD. 270), TEC, and other forms can be found at:

<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>

- a. If you have any trouble locating the necessary forms, please contact VCGCB for assistance.

**NOTE: ALL THE ABOVE-MENTIONED RATES ARE SUBJECT TO CHANGE**

## EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST FORM

The following information must be provided in order for authorization to be granted for the purchase of equipment through the Criminal Restitution Compact contract. As stated in the contract, ALL EQUIPMENT PURCHASES MUST BE JUSTIFIED BY THE REQUESTING COUNTY AND APPROVED BY THE VICTIM COMPENSATION PROGRAM PRIOR TO PURCHASE, or the purchase may not be authorized and paid from the contract. A separate form must be completed for each piece of equipment being requested.

**Attach additional sheets or documents as needed.**

**County:** \_\_\_\_\_ **Fiscal Year of Contract:** \_\_\_\_\_

**Make of Equipment:** \_\_\_\_\_ **Model No:** \_\_\_\_\_

**Software: (e.g., ProCom, Access, Windows, Excel)**

**Cost for- Equipment:** \_\_\_\_\_ **Software: \$** \_\_\_\_\_  
**TOTAL COST (please include taxes and delivery charges): \$** \_\_\_\_\_

**How was this equipment selected and description of item(s): (Selection, e.g., 3 bids for comparison; description of item, e.g., lateral file - width, height and number of drawers)**

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

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**COUNTY CONTACT**

**Name:** \_\_\_\_\_ **Phone No:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_



### VCGCB County Inventory Form

In accordance with Exhibit D 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 30<sup>th</sup> of each year.

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

Return the completed form to VCGCB at: [BSSSupport@vcgcb.ca.gov](mailto:BSSSupport@vcgcb.ca.gov).

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

### Asset Inventory

*Asset Type	Location	Serial / Model Number	Manufacturer	Asset Tag #	Comments

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

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