

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

769



FROM: District Attorney

SUBMITTAL DATE:
May 28, 2014

SUBJECT: Acceptance of a Revolving Fund Contract for the Funeral Burial/Domestic Violence Program from the California Victim Compensation and Government Claims Board and Adoption of Resolution 2014-143.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve acceptance of a Revolving Fund Contract from the California Victim Compensation and Government Claims Board for the Funeral Burial/Domestic Violence Program effective July 1, 2014 through June 30, 2017.
2. Adopt Resolution 2014-143 authorizing the District Attorney and/or his designee to sign the Revolving Fund Contract on behalf of the Board through FY 2016-2017.

BACKGROUND:
(Commences on Page 2)

Summary


Click here to enter text.


Jeffrey Van Wagenen Jr., for Paul
E. Zellerbach, District Attorney

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|------------------------|----------------------|-------------------|-------------|---------------|--|
| COST | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET COUNTY COST | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |

SOURCE OF FUNDS: California Victim Compensation and Government Claims Board – Contract Number VCGC4101
Budget Adjustment: No
For Fiscal Year: FY 2014-2015

C.E.O. RECOMMENDATION: APPROVE

BY: 
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 6/14/14
 Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 6/14/11 3.15

District: All

Agenda Number:

3-11

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of a Revolving Fund Contract for the Funeral Burial/Domestic Violence Program from the California Victim Compensation and Government Claims Board and Adoption of Resolution 2014-143.

DATE: May 28, 2014

PAGE: 2 of 2

BACKGROUND:

The purpose of the Revolving Fund Contract is to establish a process by which the County of Riverside, District Attorney's Office may pay verified expenses on an emergency basis when the claimant (victim) would suffer substantial hardship if the payment was not made and when the payment would help the claimant (victim) with an immediate need.

The County of Riverside, District Attorney's Office shall pay emergency expenses using its revolving fund for: 1) Payment of verified funeral/burial expenses; 2) Payment of verified relocation expenses for victims of domestic violence and/or sexual assault. 3) Payment of verified crime scene clean-up expenses; and 4) Payments of other verified emergency losses with the approval of the County Liaison and Support Section Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.

The Revolving Fund is maintained by the District Attorney's Division of Victim Services and is used solely for payment of emergency expenses. No County matching funds are required. The Revolving Fund Contract is not a budgeted item.

The resolution and agreement have been reviewed and approved as to form by County Counsel.

Impact on Citizens and Businesses

None.

Contract History and Price Reasonableness

This is a three-year contract renewal that began in FY01. There is no cost change recommended since the purpose of the agreement is to reimburse the District Attorney's Office for funds provided to victims who are in immediate need of financial assistance and all other applicable services. The funds provided to victims (i.e. burial costs and relocation) and reimbursed to the District Attorney's Office are set by the State of California.

ATTACHMENTS (if needed, in this order):

A. BUDGET ADJUSTMENT

B. CHANGE ORDER REPORT

| NUMBER | AMOUNT | PERCENT | DESCRIPTION |
|--------|--------|---------|-------------|
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(Additional description and details of new change order(s) – one or two paragraphs for each.)

C. PERSONNEL CHANGE and ORDINANCE 440 REPORT

No change to past requirements.

2
3 RESOLUTION NO. 2014-143

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING
6 CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD- FUNERAL
7 BURIAL / DOMESTIC VIOLENCE PROGRAM

8
9 WHEREAS, the County of Riverside desires to undertake a certain project designated the Funeral
10 Burial/Domestic Violence Program to be funded in part from funds made available through the Victim
11 Compensation and Government Claims Board (hereinafter referred to as VCGCB).

12 NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Supervisors of the
13 County of Riverside, State of California, in regular session assembled on _____,
14 2014, that the District Attorney of the County of Riverside, State of California and/or his designee is
15 authorized, on its behalf, to submit and to sign the REVOLVING FUND CONTRACT as well as related
16 contracts, amendments, or extensions with "California Victim Compensation and Government Claims
17 Board."

18 BE IT FURTHER RESOLVED that the resolution shall be in effect for a three-year period
19 beginning July 1, 2014 and ending June 30, 2017.

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FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 6/4/14

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3 RESOLUTION NO. 2011-191

4 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, REGARDING
6 CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD- FUNERAL
7 BURIAL / DOMESTIC VIOLENCE PROGRAM
8

9 WHEREAS, the County of Riverside desires to undertake a certain project designated the Funeral
10 Burial/Domestic Violence Program to be funded in part from funds made available through the Victim
11 Compensation and Government Claims Board (hereinafter referred to as VCGCB).

12 NOW, THEREFORE BE IT RESOLVED AND ORDERED by the Board of Supervisors of the
13 County of Riverside, State of California, in regular session assembled on July 12,
14 2011, that the District Attorney of the County of Riverside, State of California and/or his designee is
15 authorized, on its behalf, to submit and to sign the REVOLVING FUND CONTRACT as well as related
16 contracts, amendments, or extensions with "California Victim Compensation and Government Claims
17 Board".

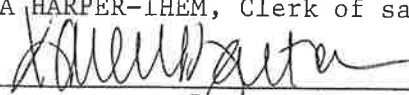
18 BE IT FURTHER RESOLVED that the resolution shall be in effect for a three-year period
19 beginning July 1, 2011 and ending June 30, 2014.
20

21 ROLL CALL:

22 Ayes: Buster, Tavaglione, Stone, Benoit, and Ashley
23 Nays: None
24 Absent: None

25 The foregoing is certified to be a true copy of a resolution duly
26 adopted by said Board of Supervisors on the date therein set forth.

27 KECIA HARPER-IHEM, Clerk of said Board

28 By: 
Deputy

FORMARY WED COUNTY COUNSEL
BY: NEAL R. RIPNIS DATE 07.12.11

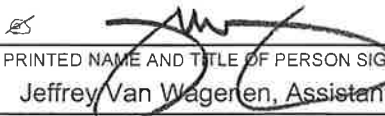

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| AGREEMENT NUMBER VCGC4101 |
| REGISTRATION NUMBER |

- 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 RIVERSIDE
- The term of this Agreement is: **JULY 1, 2014** through **JUNE 30, 2017**
- The maximum amount of this Agreement is: **\$0.00**
 Zero dollars
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | |
|--|---------|
| Exhibit A – Scope of Work | 3 Pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 Page |
| Exhibit C* – General Terms and Conditions (GTC307) | 1 Page |
| Exhibit D – Special Terms and Conditions | 4 Pages |
| Attachment I – VCGCB Information Security Policy 06-00-003 | 5 Pages |
| Attachment II – Confidentiality Statement | 1 Page |
| Attachment III – Revolving Fund Procedures | 3 Pages |
| Attachment IV – Revolving Fund Disbursement Log | 1 Page |
| Attachment V – Overpayment Checklist | 2 Pages |
| Attachment VI – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001 | 2 Pages |
| Attachment VII – Contractor's Description of Revolving Fund Procedures | 1 Page |

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

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 RIVERSIDE | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) 5-29-14 | |
| PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Van Wagenen, Assistant District Attorney | | |
| ADDRESS 3960 Orange Street Riverside, CA 92501 | | |
| <div style="text-align: center;">STATE OF CALIFORNIA</div> AGENCY NAME VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) | |
| PRINTED NAME AND TITLE OF PERSON SIGNING JULIE NAUMAN, EXECUTIVE OFFICER | | |
| ADDRESS 400 R STREET, SUITE 500, SACRAMENTO, CA 95811 | | |
| | | <input type="checkbox"/> Exempt per: |

COUNTY OF RIVERSIDE
 COUNTY CLERK
 NEAL R. KIPNIS
 DATE

EXHIBIT A

SCOPE OF WORK

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

The services shall be performed at:

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| County of | Riverside |
| Office | District Attorney/Division of Victim Services |
| Address | 3960 Orange Street |
| City, State, Zip | Riverside, CA 92501 |

EXHIBIT A

SCOPE OF WORK

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

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| State Agency: Victim Compensation and Government Claims Board | Contractor: County of Riverside District Attorney |
| Name: Marlene Dederick, County Liaison and Support Section Manager | Name: Lachelle Crivello, Director |
| Phone: (916) 491-3737 | Phone: 951-955-5512 |
| Fax: (916) 491-6435 | Fax: 951-955-5640 |
| Email: marlene.dederick@vcgcb.ca.gov | Email: LCrivello@RivCoDA.org |

Direct all inquiries to:

| | |
|---|--|
| State Agency: Victim Compensation and Government Claims Board | Contractor: County of Riverside District Attorney |
| Section/Unit: Business Services Section | Section/Unit: Grants Administration |
| Attention: Megan Vinson | Attention: Susan Slocum |
| Address: 400 R Street, Suite 400 Sacramento, CA 95811 | Address: 3960 Orange Street Riverside, CA 92501 |
| Phone: (916) 491-6469 | Phone: 951-955-0298 |
| Fax: (916) 491-6413 | Fax: 951-955-0175 |
| Email: megan.vinson@vcgcb.ca.gov | Email: susanslocum@RivCoDA.org |

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

The VCGCB advanced the Contractor \$125,000.00, as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1a). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

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

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

2. BUDGET CONTINGENCY CLAUSE

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

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

3. REPORTING REVOLVING FUND USE

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. INCOMPATIBLE ACTIVITIES

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

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

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

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

2. PERFORMANCE ASSESSMENT

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

3. PROGRAM EVALUATION AND MONITORING

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

4. RETURN OF REVOLVING FUNDS

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

5. CONFIDENTIALITY OF RECORDS

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

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

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

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

6. SUBPOENAS

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

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

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

7. RETENTION OF RECORDS

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

8. TERMINATION FOR CONVENIENCE

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

9. REGULATIONS AND GUIDELINES

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

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

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| | <p>information security policies, practices, and guidelines. All VCGCB employees, consultants, and contractors are also responsible for reporting any suspected or known security violations or vulnerabilities to the Information Security Officer.</p> <p>(Related authorities: Government Code Sec. 11771; SAM 4841.1)</p> |
| <p>Compliance</p> | <p>All VCGCB employees, consultants, and contractors must comply with VCGCB Information Security policies, practices, and guidelines.</p> <p>Failure to comply with VCGCB Information Security policies, practices, and guidelines by State employees may result in disciplinary action up to and including termination of State employment. Failure to comply with VCGCB Information Security policies, practices, and guidelines by consultants or contractors may result in punitive action up to and including termination of their contract.</p> <p>In some cases, the failure to comply with VCGCB Information Security policies, practices, and guidelines may result in additional civil and criminal penalties.</p> <p>Compliance of VCGCB divisions and offices with VCGCB Information Security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices.</p> <p>The VCGCB overall compliance with Information Security policies, practices, and guidelines will be monitored by the Information Security Officer.</p> <p>(Related California Code: Government Code Secs. 19570-19589, 19590-19593, 19990; Penal Code Secs. 502; SAM 4841.2)</p> |
| <p>Risk Management</p> | <p>The VCGCB will identify and mitigate risks to the confidentiality, availability, and integrity of VCGCB information assets. Information security risks must be reported to the owner of the information or 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> |

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| <p>Life Cycle Planning</p> | <p>The VCGCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.</p> <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> |
| <p>Awareness and Training</p> | <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> |
| <p>Physical Security</p> | <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> |
| <p>Contingency and Disaster Preparedness</p> | <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> |
| <p>Incident Handling</p> | <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> |
| <p>Identification and</p> | <p>All users are individually identified to the information system(s) they use.</p> |

| | |
|-----------------------------------|---|
| Authentication | <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> |
| Access Control | <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> |
| Audit Trail | <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> |
| Data Ownership | <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> |
| Information Classification | <p>All VCGCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to VCGCB operations. In addition to any classification of information required</p> |

| | |
|--|---|
| | <p>for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of VCGCB operations.</p> <p>(Related California Code: Civil Code Secs. 1798-1798.78; Government Code Secs. 11771, 11772, 20230)</p> |
| Information System Security Practices | <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> |
| Where to file this memo | File this Memo in the Administrative Policy Manual |
| Who to contact for questions | For any questions about this Memo please contact your supervisor or manager, or the VCGCB Information Security Officer by e-mail at iso@vcgcb.ca.gov |
| Distribution List | All VCGCB Staff |



STATE OF CALIFORNIA
EDMUND G. BROWN JR., Governor

MARYBEL BATJER
Secretary
Government Operations Agency
Chairperson
JOHN CHIANG
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
JULIE NAUMAN
Executive Officer

Memorandum

CONFIDENTIALITY STATEMENT

It is the policy of the Victim Compensation and Government Claims Board (VCGCB) that all computerized files and data that contain VCGCB client information, as well as all information and documents associated with such files and data, are "confidential" and shall not be disclosed except as required by law or specifically authorized by the VCGCB.

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

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

ACKNOWLEDGEMENT

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

Signature
Jeffrey Van Wagenen

Name (Print)

6.3.14

Date
County of Riverside

Affiliation (County/Vendor)

REVOLVING FUND PROCEDURES

1. Document Substantial Financial Hardship and Immediate Need

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

2. Contact the Provider

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

3. Assess eligibility

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

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

4. Issuing and Documenting the Revolving Fund Payment

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

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

5. Reimbursing the Revolving Fund

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

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

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

6. Revolving Fund Disbursement Log

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

7. Overpayments

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

Print Form

Date: _____

Overpayment Checklist

| | |
|--------------------|-----------------------------------|
| Application ID: | App Rec'd Date: |
| Office Assignment: | Staff who identified Overpayment: |
| Incident Date: | Crime Code(s): |
| Synopsis of Crime: | |

Describe how the overpayment occurred*.
(Attach any documentation that supports the overpayment finding.)

* For I/S loss, attach your calculations supporting the overpayment(s).

| Type of Bill (e.g., Med, MH, I/S, etc.) | Bill ID | Overpaid Amount | | | Dates of Service/ Start date |
|--|---------|-----------------|----------|----------------------------------|---------------------------------|
| | | Claimant | Provider | Breakdown (eg., 4@\$90=\$360) | |
| | | \$ | \$ | | |
| | | \$ | \$ | | |
| | | \$ | \$ | | |
| | | \$ | \$ | | |
| | | \$ | \$ | | |
| | | \$ | \$ | | |
| Total | | \$ | \$ | | |

Note: If more space is needed for any of the information above, fill out and attach a second Overpayment Checklist.

| |
|--|
| Can this overpayment be offset?: <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Was contact made with the overpaid party?: <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what was the outcome? |

| | |
|----------------------|-------|
| Manager's Signature: | Date: |
|----------------------|-------|

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

HQ Overpayment Analyst Use Only


RECOMMENDATION: Collect Offset Waive

Additional Reasoning (if applicable):

OVP Analyst Name: _____ Date: _____

DEO Signature: _____ Date: _____

Rev. 11/16/2010

| | |
|--|---|
|  <p>C A L I F O R N I A V C G C B I Victim Compensation & Government Claims Board</p> | <h2>POLICY MEMO</h2> |
| <p>SUBJECT: Imaged Document Confidential Destruct Policy – Scan Facility</p> | |
| <p>DATE ISSUED: December 17, 2008</p> | <p>EFFECTIVE DATE: Immediately</p> |
| <p>SUPERCEDES: N/A</p> | <p>EXPIRES: Indefinite</p> |
| <p>MEMO NUMBER: 09-001</p> | <p>ISSUED BY: Executive Office</p> |

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

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

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

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

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

Document Guidelines

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

Retention Period

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

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

CONTRACTOR'S DESCRIPTION OF REVOLVING FUND PROCEDURES

| | |
|--|------------------------------|
| County Name Riverside | Prepared By: Lorri Morris |
| Original Revolving Fund Contract Award: | Contract Number: VCGC4101 |
| Today's Date: 5/27/14 | Phone: 951-955-5512 |

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

Attach additional pages or documentation, if needed.



Division of Victim Services
Emergency/Revolving Funds

Emergency/Revolving Funds

Emergency/Revolving Funds are used for victims that are in direct need of financial assistance and all other applicable services.

Certain criteria must be maintained for effective emergency services to be provided. "Emergency" is defined as any immediate financial intervention in response to a victim's basic needs such as: temporary emergency shelter, food, transportation and clothing.

1. If applicable, verification of the crime will be made and a copy of the crime report will be kept on file.
2. Documentation must be maintained for audit purposes.

The Division of Victim Services offers financial assistance to approved claimants. There are two folders in which Supervisors, Legal Support Assistants (LSA) and the Secretary have access to.

1. The **Victims Emergency Fund** (also known as the "Revolving Funds") folder is used **only** for Non-Domestic Violence related cases. These funds are mostly reimbursed through the Victim Compensation and Government Claims Board (hereinafter referred to as VCGCB) if expenses are approved in advance and a claim number is issued.
 - a. VCGCB will issue a check for reimbursement for each approved claim submitted. Once the check has been received, locate claim in the outstanding folder, verify the amounts and that the name matches. Make two copies - one for the Claims Unit and one to be attached to the original paperwork submitted. File in the received folder. Prepare deposit to be made at the Citizens Business Bank.
2. If VCGCB does not approve the expenses they may be expended from the DA V/W Emergency Fund with prior approval from the Director or Assistant Director. If the DA V/W Emergency Fund is utilized, a memo to Accounting requesting reimbursement from the DA V/W Emergency Fund is required to reimburse the fund. Necessary "backup" documentation must accompany the request.
3. The **Funeral Burial & DV Relocation** folder is used **only** for DV, SACA and Funeral Burial cases.
 - a. The limit for DV Relocation is \$2,000 and the limit for Funeral Burial is \$5000. If the check exceeds these allotted amounts, please see a supervisor or contact claims for clarification.
 - b. VCGCB will issue a check for reimbursement for each approved claim submitted. Once the check has been received, locate claim in the outstanding folder and verify the amounts and that the name matches.

Make two copies - one for the Claims Unit and one to be attached to the original paperwork submitted. File in the received folder. Prepare Deposit to be made at the Citizens Business Bank.

All accounts will need an Emergency Fund Request Form completed and a supervisor(s) and Claims Department approval before issuing any checks.

When a claim is approved, the Claims Department will contact the Secretary or LSA to inform them of the approval and a fax confirmation shall follow the phone call.

When issuing a check, review fax coversheet and emergency fund request form for accurate information pertaining to the claim.

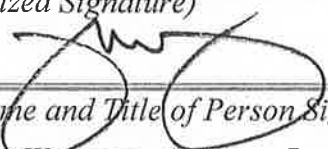
After the check has been issued, verify with the recipient/vendor if he or she prefers delivery via FedEx, US Postal service, or Pick-up.

Lastly, enclose a self-addressed, stamped envelope and the Receipt of Check form for the claimant to sign and return to the office; if check was not delivered in person.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am fully 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> County of Riverside District Attorney's Office | | <i>Federal ID Number</i> 95-6000930 |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> Jeffrey Van Wagenen, Assistant District Attorney | | |
| <i>Date Executed</i> 5.29.14 | <i>Executed in the County of</i> Riverside | |

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 5/29/14

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

