

# Information Security Policy

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**Memo Number: 17-008**

Date Issued: 1/1/17

Supersedes: 15-001

Effective Date: Immediately

Expires: Indefinite

Issued By: Information Technology Division

## Purpose

The Victim Compensation Board's (CalVCB) 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 CalVCB rules related to information security.

## Information Security Program

The CalVCB has established an Information Security Program to protect the confidentiality, availability, integrity, and privacy of CalVCB information and supporting assets. The Information Security Program provides an integrated set of requirements that complement the CalVCB strategic goals and securely achieves its objectives and priorities.

## Responsibility

The Information Security Officer (ISO) is responsible for developing, implementing, and operating the Information Security Program. The ISO reports directly to the CalVCB ITD Chief Information Officer.

The ISO will develop and implement policies, practices, and guidelines that protect the confidentiality, availability, and integrity of all CalVCB information and supporting assets. The ISO also promotes information security awareness, measures adherence to information security policies, and coordinates the response to information security incidents.

The ISO chairs the Information Security Advisory Committee that includes members representing all CalVCB divisions. The Information Security Advisory Committee is responsible

for reviewing, advising, and recommending approval of information security practices and standards.

The Information Technology Division is responsible for the implementation and administration of CalVCB information security policies, practices, and guidelines for all CalVCB information systems and networks.

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

## Compliance

All CalVCB employees, consultants, and contractors must comply with CalVCB information security policies, practices, and guidelines.

Failure to comply with CalVCB 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 CalVCB information security policies, practices, and guidelines by consultants or contractors may result in punitive action up to, and including, termination of their contract.

In some cases, the failure to comply with CalVCB information security policies, practices, and guidelines may result in additional civil and criminal penalties.

Compliance of CalVCB divisions and offices with CalVCB information security policies, practices, and guidelines must be enforced by the supervisors and managers of these divisions and offices. The CalVCB overall compliance with information security policies, practices, and guidelines will be monitored by the ISO.

## Risk Management

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

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

## **Life Cycle Planning**

The CalVCB will address information security as part of new projects involving major business activities or significant enhancements to existing business.

Projects will comply with all applicable information security policies and practices, and include provisions for the effective implementation and administration of the information security processes required for compliance.

## **Awareness and Training**

The CalVCB maintains a mandatory information security awareness program. The ISO will ensure that the appropriate information security awareness training is provided to all CalVCB employees, consultants, and contractors.

## **Physical Security**

The CalVCB 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 CalVCB business areas.

## **Contingency and Disaster Preparedness**

The CalVCB Business Services Section ensures that the CalVCB has sufficient plans, resources, and staff to keep critical CalVCB business functions operating in the event of disruptions.

Contingency plans must be tested at a frequency sufficient to ensure that they will work when needed.

## **Incident Handling**

The CalVCB ISO implements practices to minimize the risk associated with violations of information security and ensure timely detection and reporting of actual or suspected incidents or violations.

All CalVCB employees, consultants, and contractors are responsible for reporting any suspected or confirmed security violations and incidents in a timely manner. The CalVCB investigates information security violations and incidents and refers them to state and federal authorities when appropriate.

## **Identification and Authentication**

All users are individually identified to the information system(s) they use. Their identity is verified in the system by using information that is only known by the individual user and the system. The user and the system will protect this verification information with sufficient care to prevent its disclosure and ensure its integrity.

The identification and verification process must be strong enough to establish a user's accountability for their actions on the information system.

## **Access Control**

Access to all CalVCB 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 CalVCB duties.

The CalVCB information systems must have the capability to restrict a user's access to only information and/or functions necessary to perform their CalVCB duties.

## **Audit Trail**

All information system activities are subject to recording and routine review. Audit trail records must be sufficient in detail to facilitate the reconstruction of events if a compromise or malfunction occurs.

Audit trail records must be provided whenever access to a CalVCB information system is either permitted or denied; or whenever confidential or sensitive information is created or modified.

Audit trail records are created and stored with sufficient integrity and duration to hold a user accountable for their actions on a CalVCB information system.

## **Data Ownership**

All information assets have a Data Owner who is assigned by CalVCB 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.

## **Information Classification**

All CalVCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to CalVCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is confidential or subject to release as a public record as required by law. It also identifies information critical to the continuance and success of CalVCB operations.

## **Information System Security Practices**

All CalVCB information systems and information system infrastructure elements will have specific practices, guidelines, and procedures that govern their operation relative to information security. All CalVCB information systems and information system infrastructure elements will conform to these practices, guidelines, and procedures unless the ISO has approved a specific exception.

## **Authority**

- Government Code sections 19572 and 19990
- State Administrative Manual (SAM) sections 5300 through 5365.3
- Government Code section 8314
- Applicable employee Memoranda of Understanding
- State Information Management Manual (SIMM)



## Contact

For any questions about this Policy, please contact your immediate manager/supervisor or the ISO by e-mail at [InfoSecurityandPrivacy@victims.ca.gov](mailto:InfoSecurityandPrivacy@victims.ca.gov).

## Distribution List

All CalVCB staff

## CalVCB Confidentiality Statement

### Purpose of Confidentiality Statement

It is the policy of the Victim Compensation Board (CalVCB) that all computerized files and data that contain CalVCB 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 CalVCB. I also acknowledge that it is the policy of CalVCB to ensure that all information is secured as set forth in the CalVCB Information Security Policy, Memo number 06-00-003 and that all CalVCB employees and contractors must respect the confidentiality of CalVCB data by not disclosing any files or data accessible to them through their employment, contract, or affiliation with CalVCB.

### State Employees and Contractors

*Initial each section.*

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

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


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

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

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



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

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

## Certification

I have read, understand, and agree to abide by the provisions of the Confidentiality Statement and the CalVCB Information Security Policy, Memo number 06-00-003


I also understand that improper use of CalVCB files, data, information, and systems could constitute a breach of contract. I further understand that I must maintain the confidentiality of all CalVCB files, data, and information once my employment, contract, or affiliation with CalVCB ends. This signed Certification will be retained in my Official Personnel File in Human Resources.

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

Kathryn Azeredo  
Signature

7/1/17  
Date

Kathryn Azeredo  
Name (Print)

	<h2 style="margin: 0;">POLICY MEMO</h2>
<b>SUBJECT: Fraud Policy</b>	
<b>DATE ISSUED: March 2013</b>	<b>EFFECTIVE DATE: Immediately</b>
<b>SUPERSEDES: #09-008</b>	<b>EXPIRES: Indefinite</b>
<b>MEMO NUMBER: 13-001</b>	<b>ISSUED BY: Executive Office</b>

<b>PURPOSE</b>	To clarify acts that are considered fraudulent, assign responsibility for the conduct of investigations, and describe steps to be taken in the event fraud is suspected.
<b>POLICY</b>	<p>The California Victim Compensation Board (VCB) is committed to protecting its assets against the risk of loss. Accordingly, it is the policy of the VCB to promptly investigate any suspected fraud, involving claimants, providers of service, representatives, and/or any other parties that have a business relationship with the VCB.</p> <p>The VCB will pursue every reasonable effort to obtain recovery of the losses from the offender or other appropriate sources.</p>
<b>ACTIONS CONSTITUTING FRAUD</b>	<p>Fraud is defined as a deception deliberately practiced in order to secure an unfair or unlawful gain. Actions constituting fraud include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Any dishonest or fraudulent act.</li> <li>• Any violation of Federal, State, or Local laws related to fraud.</li> <li>• Misappropriation of State assets.</li> <li>• Forgery, unauthorized alteration, destruction, or manipulation of computer-related data or documents.</li> <li>• Profiteering as a result of insider knowledge of VCB activities.</li> <li>• Disclosing confidential and proprietary information to outside parties.</li> <li>• Accepting or seeking anything of material value from those doing business with the VCB.</li> </ul>
<b>INVESTIGATION RESPONSIBILITIES</b>	The Office of Audits and Investigations (OAI) has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. The OAI will coordinate all investigations, both internal and external. Pertinent investigative findings will be reported to Executive Management. Decisions to refer the results to the appropriate law enforcement and/or regulatory agencies for further investigation and/or prosecution will be made in consultation with Executive Management.

	Any investigative activity required will be conducted objectively regardless of the suspected individual's position, title, length of service or relationship to the VCB.
<b>CONFIDENTIALITY</b>	<p>All information received by the OAI is treated as confidential to the extent permitted by law. VCB management will be alert and responsive to any reprisal, retaliation, threat, or similar activity against an employee because that employee has in good faith reported a suspected fraudulent activity.</p> <p>The OAI will not disclose or discuss the investigation results with anyone other than those who have a legitimate need to know. This is important in order to maintain the integrity of the investigation, to avoid damaging the reputations of person(s) suspected but subsequently found innocent of wrongful conduct, and to protect the VCB from potential liability.</p>
<b>DISTINCTION FROM OTHER POLICIES</b>	This policy is not intended to address employee work performance issues which should be directed to the employee's supervisor/manager. Other issues concerning an employee's moral, ethical, or behavioral conduct should be resolved by the employee's supervisor/manager and the manager of the Human Resources Section.
<b>AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD</b>	<p>The Executive Officer designates the OAI as the unit responsible for investigating any suspected fraud. The OAI is independent from administering any program, fiscal activity, or operation within the VCB.</p> <p>Members of the OAI will have:</p> <ul style="list-style-type: none"> <li>• Unrestricted access to all relevant VCB manual/electronic records.</li> <li>• Communication with any personnel deemed appropriate in the course of an investigation.</li> </ul>
<b>REPORTING PROCEDURES</b>	<p>Any employee who suspects fraud or has received an external fraud complaint will immediately report it to his or her supervisor/manager and should not attempt to conduct the investigation personally. If the suspected fraud involves the employee's supervisor/manager, the employee should contact the OAI directly.</p> <p>An employee should complete an <i>Investigation Referral Form</i> to report the suspected fraudulent activity to the OAI. A copy of this form is attached and is also accessible on the Boardnet</p> <p>Employees should direct external complainants to the VCB website for instructions to report fraud. There are four reporting options available:</p> <ul style="list-style-type: none"> <li>• Send an email to the fraud hotline at FraudHotline@vcgcb.ca.gov</li> <li>• Call the toll-free telephone line at 1 (855) 315-6083</li> <li>• Write to the OAI at 400 R. Street, Suite 423, Sacramento, CA 95811</li> <li>• Fax to the OAI at (916) 491-6409.</li> </ul> <p>All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the OAI.</p>
<b>CONTACT</b>	For questions about this policy, contact your supervisor/manager or the Chief Internal Auditor at (916) 491-3875.
<b>DISTRIBUTION LIST</b>	All VCB Staff, Joint Powers Staff, Criminal Restitution Compact Staff, and Victim Witness Centers.



## INVESTIGATION REFERRAL FORM

### Involved Division/County (check all that apply)

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

### Nature of Complaint (check all that apply)

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

### Complainant

- ☐ Employee   
 ☐ Claimant   
 ☐ Provider   
 ☐ Attorney/Representative   
 ☐ Other

Name and Title

Unit/Section (if applicable)

Contact Number

Date



## INVESTIGATION REFERRAL FORM

### **Complaint Against**

☐ Employee    ☐ Claimant    ☐ Provider    ☐ Attorney/Representative    ☐ Other

Name of the involved

Name(s) of other parties involved

Application Number and Any Associated Application Numbers (if applicable)

Application Processed By?    ☐ Headquarters    ☐ JP County

Dollar Amount Involved?

Type of Expenses Involved?    ☐ MH    ☐ Relocation    ☐ I/S    ☐ Medical    ☐ F/B    ☐ Other

Date of Complaint Occurred?

Date of Complaint Discovered?

**Complaint** (Summary of the complaint – What did the person(s) involved do that you feel was fraudulent, etc.?) If applicable, send a copy of any documents that supports your complaint. If you do not have a copy of supporting documents, where can a copy be obtained?)



## INVESTIGATION REFERRAL FORM

Approving Manager/Supervisor Signature (Name & Title)\*

Unit/Section (if applicable)

Phone Number

Date

\*Not required if you believe your supervisor is involved in the fraudulent activity.

Approving Deputy Executive Officer:

☐ Proceed to OAI   ☐ Return to Requestor

Reason for Return:

\_\_\_\_\_  
Deputy Executive Officer Signature

\_\_\_\_\_  
Date

**To assist in the processing of a complaint involving a CalVCP application, please ensure all necessary verifications are completed prior to submission.**

# California Victim Compensation Board

## Acknowledgement of Policies

### 1. Fraud Activities Statement (Attachment III)

I have read, understand, and agree to abide by the provisions of the CalVCB's Fraud Policy. I understand that if an issue arises regarding these requirements during my daily work and I suspect dishonest or fraudulent activity, I should immediately notify my JP or CRC supervisor/manager and/or the CalVCB's Office of Audits and Investigations (OAI) for review. When the employee believes his or her supervisor/manager is involved in the fraudulent activity, the employee should contact the OAI section directly.

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

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the JP or CRC contract.

I also understand that failure on my part to comply with these requirements may result in punitive and/or disciplinary action up to, and including, termination of the contract.

### 2. Acceptable Use of Technology Resources (Attachment XI)

I have read, understand, and agree to abide by the provisions of CalVCB's Acceptable Use of Technology Resources Policy (Memo 17-005)

### 3. Privacy Policy (Attachment XII)

I have read, understand, and agree to abide by the provisions of CalVCB's Privacy Policy (Memo 17-010)

### 4. Password Policy (Attachment XIII)

I have read, understand, and agree to abide by the provisions of CalVCB's Password Policy (Memo 17-012)

### 5. Incompatible Work Activities

I have read, understand, and agree to abide by the provisions of the Exhibit D, Section 15, Incompatible Work Activities. I understand that I shall not engage in any work activity that is clearly inconsistent, incompatible, in conflict with, or adverse to my duties. I also understand that if I am unwilling or unable to abide by the provisions, I shall no longer be assigned to perform the services required by the contract

Kathryn Azevedo  
CRC Employee's Signature  
Kathryn Azevedo  
Typed or Printed Name  
Tonya Covington  
Manager/Supervisor Signature  
Tonya Covington  
Type or Printed Name  
Solano County  
County

7/1/17  
Date  
Paralegal  
Classification Title  
7/1/17  
Date  
Clerical Operations Manager  
Classification Title  
707-784-7588  
Contract Number



## INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

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

### Personnel Services - Salaries and Wages

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

### Fringe Benefits

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

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

### Operating Expenses

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

The following subcategories have special requirements as noted below.

#### Rent

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

#### Office Supplies

A request for office supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

#### Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Provide a detailed description and indicate the number of pieces of equipment being purchased.

#### Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the California Compensation Board (CalVCB) must be requested in writing by the county and approved in writing by CalVCB **prior to purchase**. All requests must be submitted on the **County Purchase Request Form**. Further, CalVCB 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 9.

Travel

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

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

Describe the purpose of the trip and list all personnel who made the trip. If applicable, show any computation if mileage is being claimed. For example, if the Specialist attended a conference in Sacramento, 100 miles @ 0.34 per mile = \$34.00.

Equipment (Capitalized Assets)

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

For information regarding authorization to purchase equipment, please see notation under Equipment (Non-capitalized assets).

Miscellaneous Expenses

Miscellaneous expenses are those charges that do not fall within the scope of the categories listed above. Provide a detailed description and breakdown of any expense identified as miscellaneous.

## INVOICE WORKSHEET

## ATTACHMENT VI

County and Agency:		Contract Number:			
Personnel Services	Billing Month/Year	Salary/Hourly Rate Range	Salary/Hourly Rate	Hours Worked	% billed
<b>SALARIES AND WAGES</b>	<b>Billed Amount</b>				
Name:					
Name:					
Name:					
Name:					
Name:					
<bfringe b="" benefits<=""></bfringe>	<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 (SPECIFY)					
Office Supplies					
Telephone					
<b>III. TRAINING (specify date, location, purpose)</b>					
<b>IV. TRAVEL (specify date, location, purpose)</b>		<b>REIMBURSED AT CURRENT CaiHR RATES</b>			
Mileage (SHOW CALCULATION)					
<b>V. INDIRECT COSTS (≤ 10% salary/fringe)</b>					
<b>VI. EQUIPMENT</b>					
<b>OPERATING &amp; OVERHEAD EXPENSES TOTAL</b>					
<b>TOTAL EXPENDITURES</b>					
I certify that this is a true billing of expenditures.					
ACCOUNTING OFFICER SIGNATURE		DATE			
NAME AND TITLE		TELEPHONE NUMBER			
ADDRESS PAYMENTS SHOULD BE SENT TO:					

## CalVCB County Inventory Form

Attachment VIII

In accordance with Exhibit D.11 of the California Victim Compensation Board (CalVCB) contract with the County, the CalVCB Inventory Form must be completed and returned to the CalVCB no later than July 5<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 CalVCB or with funds from the CalVCB. 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 CalVCB County Analyst.

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

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

### Asset Inventory

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

\*The following assets must be inventoried: IT Assets (computer, monitor, fax machine, desktop or network printer, scanner, laptop)

Non-IT Assets (copier, shredder, recorder, TV, any type of furniture - chair, bookcase, cart, credenza, file cabinet, hutch, etc.)

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

## COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification  
Authorization Request Form)

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

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

## COUNTY PURCHASE REQUEST FORM

(formerly the Equipment Purchase Justification  
Authorization Request Form)

### For CalVCB Staff Use Only:

The CRC/JP Analyst is responsible for determining if the equipment/software is necessary for the County to conduct State business, and will also ensure that the form is complete, accurate, and contains the appropriate signature. The CRC/JP Analyst will serve as the liaison between the County Contact and/or the BSB/ITD Analysts for clarifying or resolving any issues. Upon review/approval by the CRC/JP Analyst and the CRC/JP Manager, the form will be forwarded to BSS for further review and processing.

**CRC/JP Analyst Staff Comments:**

This request is: ☐ Approved ☐ Denied

CRC/JP Analyst Name:

Date:

CRC/JP Manager's Signature (required)

Signature:

Date:

The BSB Analyst is responsible for determining if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. If this request is for IT equipment, components or software, BSB will forward to ITD for additional review/approval.

**BSB Approval / Comments** (include Approved Changes or Denial details in this section):

This request is: ☐ Approved ☐ Approved w/Changes ☐ Denied

Approved by  
(BSB Analyst):

BSB Manager's Signature  
(required)

Signature:

Date:

ITD Review/Approval Required?  
Yes ☐ No ☐

The ITD Analyst is responsible for determining if the IT equipment requested is compatible with CalVCB equipment and/or meets all requirements to interface with the CalVCB's database, and may also determine if the equipment requested is proportionate to staff size, available through State contracts, best pricing and/or quotes obtained, etc. ITS and BSS will consult regarding equipment replacement, as necessary.

**ITD Approval/Comments** (include Approved Changes or Denial details in this section):

This request is: ☐ Approved ☐ Approved w/Changes ☐ Denied

Approved by  
(ITD Analyst):

ITD Manager's Signature  
(required for IT purchases only)

Signature:

Date:

## COUNTY PURCHASE REQUEST FORM: INSTRUCTIONS AND RESPONSIBILITIES

### County Staff Responsibilities - Request

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

### CRC/JP Analyst Responsibilities - Review

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

### BSB Staff Responsibilities - Process

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

### ITD Staff Responsibilities - Process

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

### CRC/JP Analyst Responsibilities - Status

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

### County Staff Responsibilities – Asset/Inventory

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

**Annual Inventory:** By June 30th of each fiscal year, County staff must submit a completed County Inventory Form which details all equipment purchased with CalVCB funds. This form must be returned to the CalVCB's Business Services Branch at [BSSSupport@victims.ca.gov](mailto:BSSSupport@victims.ca.gov) with a cc to the CRC/JP Analyst by **July 5th of the current contract fiscal year**. A copy of the reconciled County Inventory Form will be returned to the County for their records and the CRC/JP Analyst will be cc'd.



# CalVCB County Inventory Form

In accordance with Exhibit D.11 of the California Victim Compensation Board (CalVCB) Criminal Restitution Compact (CRC) contract, the CalVCB County Inventory Form must be completed and returned to CalVCB by the end of each fiscal year, **July 5th**, and at the time of an equipment purchase. Please list all assets purchased by CalVCB or reimbursed by CalVCB. For a list of assets that must be inventoried, please see footnote.

Please email completed form to Restitution Analyst, Tammy Newton: [tammy.newton@victims.ca.gov](mailto:tammy.newton@victims.ca.gov)

County	CalVCB Contract Number		Fiscal Year	Address	Contact Information	
SOLANO	VCGC-	6085	2016-17	District Attorney's Office	Name:	KATHY AZEVEDO, CRC
				675 Texas Street, Suite 4500	Phone Number:	707-784-6994
				Fairfield, CA 94533	Email Address:	<a href="mailto:kazevedo@solanocounty.com">kazevedo@solanocounty.com</a>

## Asset Inventory

[illegible]

Name and title of person completing form: KATHY AZEVEDO, CRC RESTITUTION SPECIALIST

Phone Number: (707) 784-6994

\* The following assets must be inventoried:

IT Assets: computer, monitor, fax machine, desktop or network printer, scanner, laptop, copier, etc

Non-IT Assets: shredder, recorder, TV, any type of furniture – chair, bookcase, cart, credenza, file cabinet, hutch, etc.

Revised 5/24/17



# CALIFORNIA VICTIM COMPENSATION BOARD

## CRC Specialist Monthly Activity Timesheet

Exhibit B

Month and Year:

CRC Specialist:

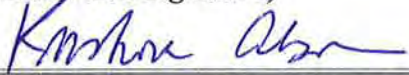
County:

Day	Duties	Securing Orders	Modifying Orders	Court Appearances	Rest. Training/Outreach	CDTS / Data entry	Other	Administration	Training	Meetings	Other	Total	Leave	Vacation, CTO, PLP	Sick Leave	Holiday, Other Leave	Total Hours
1											0.00					0.00	
2											0.00					0.00	
3											0.00					0.00	
4											0.00					0.00	
5											0.00					0.00	
6											0.00					0.00	
7											0.00					0.00	
8											0.00					0.00	
9											0.00					0.00	
10											0.00					0.00	
11											0.00					0.00	
12											0.00					0.00	
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21											0.00					0.00	
22											0.00					0.00	
23											0.00					0.00	
24											0.00					0.00	
25											0.00					0.00	
26											0.00					0.00	
27											0.00					0.00	
28											0.00					0.00	
29											0.00					0.00	
30											0.00					0.00	
31											0.00					0.00	
<b>Total</b>		0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
<b>NOTES:</b>																	

CCC 04/2017

**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> Solano County District Attorney		<i>Federal ID Number</i> 94-6000538
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Krishna Abrams, District Attorney		
<i>Date Executed</i> 7 / 1 / 2017	<i>Executed in the County of</i> Solano County	

**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 11102) (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 lesser 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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **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.