



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

July 19, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

#24 JULY 19, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ACCEPT FUNDING FROM THE STATE OF CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD FOR THE CLAIMS VERIFICATION PROGRAM FOR FISCAL YEAR 2011-2012 ALL DISTRICTS (3 VOTES)**

### SUBJECT

The District Attorney is requesting authority, on behalf of the County of Los Angeles, to enter into a Joint Powers Agreement (JPA) with the Victim Compensation and Government Claims Board (VCGCB), and to accept grant funds in the amount not to exceed \$2,757,414 for the period of July 1, 2011 through June 30, 2012, to continue the Claims Verification Program (CVP). Under this program, the District Attorney's Office provides services to victims of crime on behalf of the State by processing compensation claims filed by victims.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Adopt and affix a wet signature to the attached Resolution authorizing the Los Angeles County District Attorney, on behalf of the County of Los Angeles, to enter into a JPA with the VCGCB for the period of July 1, 2011 to June 30, 2012. Under this Agreement, the County will provide services to victims of crime and process compensation claims filed by victims.
2. Authorize the District Attorney, on behalf of the County of Los Angeles, to execute the VCGCB Agreement (copy attached) to accept grant funds for the CVP in the amount of \$2,757,414 for the period of July 1, 2011 to June 30, 2012.
3. Authorize the District Attorney, on behalf of the County of Los Angeles, to sign the Agreement

with the City of Los Angeles (City). Pursuant to the Agreement, the City will provide services to victims of crime and process claims filed by victims within the City of Los Angeles.

4. Authorize the District Attorney, on behalf of the County, to allocate to the City, as a subgrantee \$689,354, leaving the County's portion at \$2,068,060.
5. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the VCGCB Agreement and the County-City Agreement described above, and to sign and approve revisions that do not increase the Net County Cost of the Agreements.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the VCGCB Agreement is to allow the District Attorney's Office (DA) to provide services to victims of crime on behalf of the State by processing compensation claims filed by victims. The VCGCB Agreement not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The City of Los Angeles' participation in the CVP will ensure services to victims of crime within the boundaries of the City of Los Angeles.

The VCGCB Agreement requires Board adoption of the enclosed Resolution to accept funding and Board approval is required for the City Agreement. Both documents have been approved as to form by County Counsel.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

The total VCGCB Agreement amount for Fiscal Year (FY) 2011-12 is \$2,757,414, of which \$2,068,060 is allocated to the DA and \$689,354 is allocated to the Los Angeles City Attorney's Office. Funding of \$2,068,000 for the Claims Verification Program is currently included in the DA's FY 2011-12 budget.

In light of the State budget situation, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a subgrantee, are contingent on the availability of State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the DA as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the State for unreimbursed financial losses, incurred by victims of crime, for the past twenty-four (24) years.

In FY 2008-09, the Claims Verification Unit received 6,487 claims and paid \$14,887,017 to victims. The volume increased in FY 2009-10, wherein 7,965 claims were received and \$16,688,791 was paid to victims.

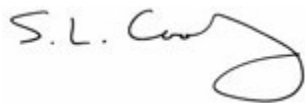
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender and Sheriff's Departments.

**CONCLUSION**

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter and six (6) copies of the approved Resolution with a wet signature, to Myrna F. Tanalega, Grants Section, District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Tanalega at (213) 202-7683 or via email at mtanalega@da.lacounty.gov.

Respectfully submitted,



STEVE COOLEY

District Attorney

no

Enclosures

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors

1                                   **BOARD OF SUPERVISORS**  
2                                   **COUNTY OF LOS ANGELES**  
3                                   **RESOLUTION**

4                                   Accept Joint Exercise of Power  
5                                   with the State of California Victim Compensation and  
6                                   Government Claims Board

7                                   Pursuant to California Penal Code Section 13835 et seq

8                                   **WHEREAS**, the County of Los Angeles is charged with providing vital  
9                                   services in the area of courts, law enforcement, and adult and juvenile justice to  
10                                   a population in excess of ten million persons; and

11                                   **WHEREAS**, the County of Los Angeles Office of the District Attorney (DA)  
12                                   is authorized, pursuant to Government Code Section 26500.5, to enter into an  
13                                   Agreement for the receipt of Federal and/or State funding from the State Victim  
14                                   Compensation and Government Claims Board (VCGCB) for the nature of  
15                                   services contemplated herein; and

16                                   **WHEREAS**, the Board of Supervisors of the County of Los Angeles,  
17                                   pursuant to Penal Code Section 13835.2, has designated the DA through its  
18                                   Victim-Witness Assistance Program as the major provider of comprehensive  
19                                   services to victims and witnesses of crime; and

20                                   **WHEREAS**, the VCGCB has allocated funds for County fiscal year  
21                                   2011-12 for the DA's Claims Verification Unit for these specific tasks;

22                                   **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of  
23                                   the County of Los Angeles, hereby authorizes the DA to enter into an Agreement  
24                                   for a period of twelve months, commencing July 1, 2011 and ending  
25                                   June 30, 2012 with VCGCB for the above referenced programs;

26                                   **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
of Los Angeles hereby approves acceptance of funds to be used exclusively for  
the designated programs, which may be awarded pursuant to the attached  
Agreement;

**BE IT FURTHER RESOLVED** that the State funds received hereunder  
shall not be used to supplant local funds controlled by this body;

1           **BE IT FURTHER RESOLVED** that the Board of Supervisors of the County  
2 of Los Angeles hereby authorizes the District Attorney or his designee, to serve  
3 as Project Director for said program and to execute the Agreement, on behalf of  
4 Los Angeles County, and to perform all further tasks necessary for the  
5 completion of the project, including execution and submission of amendments,  
6 progress reports, and payment requests to the Agreement.

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1 I DO HEREBY CERTIFY that at a regular meeting of the Board of  
2 Supervisors of the County of Los Angeles on the 19<sup>th</sup> day of  
3 July, 2011, the foregoing Resolution was adopted.

4 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
5 seal of the Board of Supervisors of the County of Los Angeles this 19<sup>th</sup> day  
6 of July, 2011.



7 County of Los Angeles

8 By Mike Antonovich  
9 Mayor, Board of Supervisors

10 SACHI A. HAMAI,  
11 Executive Officer-Clerk of the  
12 Board of Supervisors of the  
13 County of Los Angeles

14 By Benjamin Zarala  
15 Deputy

16  
17 APPROVED AS TO FORM  
18 BY COUNTY COUNSEL:

19 ANDREA SHERIDAN ORDIN

20 By Jennifer Lehman  
21 Jennifer Lehman  
22 Principal Deputy County Counsel

AGREEMENT NUMBER <b>VCGC1048</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:**  
 STATE AGENCY'S NAME  
**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD**  
 CONTRACTOR'S NAME  
**COUNTY OF LOS ANGELES**
- The term of this Agreement is: **JULY 1, 2011** through **JUNE 30, 2012**
- The maximum amount of this Agreement is: **\$ 2,757,414.00**  
 Two million, seven hundred fifty seven thousand, four hundred fourteen dollars, and zero cents.
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit B1 – Budget Pages	5 Pages
Exhibit C* – General Terms and Conditions	1 Page
Exhibit D – Special Terms and Conditions	8 Pages
Attachment I – VCGCB Information Security Policy 06-00-003	5 Pages
Attachment II – General Confidentiality Statement	1 Page
Attachment IIb – CalVCP Confidentiality Statement	3 Pages
Attachment III – Invoice Instructions	2 Pages
Attachment IIIb – Invoice Worksheet	1 Page
Attachment IV – Approved Travel Reimbursement Rates	3 Pages
Attachment V – Training Request Form	1 Page
Attachment VI – Equipment Purchase Authorization Form	2 Pages
Attachment VII – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	2 Pages
Attachment VIII – Overpayment Checklist	1 Page
Attachment IX – County Inventory Form	1 Page

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

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF LOS ANGELES</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>STEVE COOLEY, District Attorney</b>		
ADDRESS <b>210 West Temple Street, Suite 18-709, Los Angeles, CA 90012</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JULIE NAUMAN, EXECUTIVE OFFICER</b>		
ADDRESS <b>400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811</b>		

Exempt per:

**EXHIBIT A**

**SCOPE OF WORK**

1. The Joint Power Verification Unit (Contractor) agrees to provide to the California Victim Compensation and Government Claims Board (VCGCB) services as described herein:  
  
The data entry, verification and adjudication of claims for the unreimbursed financial losses of victims of crime.
2. The Contractor shall verify and adjudicate applications and bills pursuant to the statutes, regulations and policies. The Contractor shall use all forms and processes required by the VCGCB.
3. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.
4. The verification of all applications and bills shall be performed by persons who have completed all required verification training provided by the VCGCB, and who have been certified as eligible to perform such duties.
5. The Contractor will verify applications and bills in accordance with VCGCB policies, procedures, directives, and memorandum.
6. The Contractor shall administer emergency expenses under Government Code section 13952(c)(3) pursuant to a separate contract.
7. The Contractor shall conduct data entry verification and review for applications and bills related to crimes that occurred in the following county: Los Angeles.
8. The VCGCB may, in its sole discretion, redirect workload (1) from the VCGCB to a Contractor or (2) from one Contractor to another Contractor or (3) from a Contractor to the VCGCB. The Contractor may, with approval from the Deputy Executive Officer of the Victim Compensation Program at the VCGCB, or the Deputy Executive Officer's designee, establish agreements to conduct data entry, verification and review for applications and bills received from other counties.
9. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.
10. The Contractor shall also provide any paper victim file in its possession to the VCGCB or its agent(s) on demand. The Contractor shall cooperate with VCGCB staff to assist in the identification of any monies owed to the Restitution Fund in the form of liens and overpayments.
11. 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



**EXHIBIT A**

**SCOPE OF WORK**

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.

12. The services shall be performed at:

County of	Los Angeles
Office	Victim Witness Center
Address	3204 North Rosemead Blvd, Suite 200
City, State, Zip	El Monte, CA 91731

13. 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 County Liaison and Support Section (CLASS) manager in advance for any temporary changes in schedule or operating hours.

14. The project representatives during the term of this agreement will be:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of Los Angeles, District Attorney
Name: Christie Munson, County Liaison and Support Section Manager	Name: Donna Wills
Phone: (916) 491-3764	Phone: (626) 927-2525
Fax: (916) 491-6425	Fax: (626) 569-9541

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of Los Angeles, District Attorney
Section/Unit: Business Services Section	Section/Unit: Grants Section
Attention: Robin Baglietto	Attention: Kimberly Leong
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 201 N. Figueroa Street, Suite 1300 Los Angeles, CA 90012
Phone: (916) 491-6470	Phone: (213) 202-7718
Fax: (916) 491-6401	Fax: (213) 250-8757

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

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

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

- c. The Contractor shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2012 for fiscal year 2011/2012. The final reimbursement to the Contractor shall be contingent upon the receipt and approval of this closeout invoice by the VCGCB.

2. BUDGET CONTINGENCY CLAUSE

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

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

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

3. PROMPT PAYMENT CLAUSE

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

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

4. COST LIMITATION

The total amount of this agreement shall not exceed \$2,757,414.00 for fiscal year 2011/12. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

5. REDUCTION OF CONTRACT AMOUNT

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

**JOINT POWERS AGREEMENT BUDGET WORKSHEET**

(Rev. 4/09)

**EXHIBIT B-1**

Page 1

**Name of County**      Los Angeles County      **District Attorney**  
**Contract Number**      VCGC9048

**FY 2011-2012**

**PERSONNEL SERVICES**

**Salaries and Wages**

Employee Name	Position/Class	#FTE	X Pay Rate	X Time	Contract Amount
ARAMBULA, C.	Acting Asst. Prog Ad	1	\$4,749.36	100%	56,992
ESPARZA, M	ITC	1	\$3,110.09	50%	18,661
LAI, D	ITC	1	\$3,110.09	100%	37,321
MARTINEZ, G	ITC	1	\$3,110.09	100%	37,321
AYALA, J	IC	1	\$3,035.64	100%	36,428
SHORTS, C	IC	1	\$3,035.64	100%	36,428
NIEVES, E	STC	1	\$3,503.91	100%	42,047
GARCIA, O	*Student Prof. Wkr.	1	\$11.92/hr	100%	12,444
DECORSE, T	Supvg. VSR	1	\$4,576.73	100%	54,921
HILL, L	Supvg. VSR	1	\$4,576.73	100%	54,921
VACANT- TO BE FILLED	Supvg. VSR	1	\$4,576.73	100%	54,921
WILLIAMS, ANDREA	VSR II	1	\$3,313.36	100%	39,760
BLAKELY, C	VSR II	1	\$3,495.27	100%	41,943
CARREON, N	VSR II	1	\$3,891.09	100%	46,693
CLARK, T	VSR II	1	\$3,891.09	100%	46,693
CROSS, K	VSR II	1	\$3,891.09	100%	46,693
JOHNSON, Z	VSR II	1	\$3,891.09	100%	46,693
LEON, C	VSR II	1	\$3,891.09	100%	46,693
LOPEZ, A	VSR II	1	\$3,891.09	100%	46,693
MARTINEZ, F	VSR II	1	\$3,891.09	100%	46,693
PEREZ, E	VSR II	1	\$3,687.36	100%	44,248
PITALLANO, A	VSR II	1	\$3,891.09	100%	46,693
ROJAS, J	VSR II	1	\$3,891.09	100%	46,693
TANDO, E JR.	VSR II	1	\$3,891.09	100%	46,693
UYEHARA, B	VSR II	1	\$3,891.09	100%	46,693
VACA, T	VSR II	1	\$3,891.09	100%	46,693
VAR, S	VSR II	1	\$3,788.55	100%	45,463
ZABALA, S	VSR II	1	\$3,891.09	100%	46,693
REYNOSO, A	LOSA I	1	\$3,938.82	50%	23,633

Total Salaries and Wages

1,244,462

**Fringe Benefits**

Employee Name	Position/Class	#FTE	X Pay Rate	X Time	Contract Amount
ARAMBULA, C.	Acting Asst. Prog Ad	1	\$4,749.36	53.552%	30,521
ESPARZA, M	ITC	1	\$3,110.09	53.552%	9,993
LAI, D	ITC	1	\$3,110.09	53.552%	19,986
MARTINEZ, G	ITC	1	\$3,110.09	53.552%	19,986
AYALA, J	IC	1	\$3,035.64	53.552%	19,508
SHORTS, C	IC	1	\$3,035.64	53.552%	19,508
NIEVES, E	STC	1	\$3,503.91	53.552%	22,517
GARCIA, O	Student Prof. Wkr.	1	\$11.92/hr		-
DECORSE, T	Supvg. VSR	1	\$4,576.73	53.552%	29,411
HILL, L	Supvg. VSR	1	\$4,576.73	53.552%	29,411
VACANT- TO BE FILLED	Supvg. VSR	1	\$4,576.73	53.552%	29,411
WILLIAMS, ANDREA	VSR I	1	\$3,313.36	53.552%	21,292
BLAKELY, C	VSR II	1	\$3,495.27	53.552%	22,461
CARREON, N	VSR II	1	\$3,891.09	53.552%	25,005
CLARK, T	VSR II	1	\$3,891.09	53.552%	25,005
CROSS, K	VSR II	1	\$3,891.09	53.552%	25,005
JOHNSON, Z	VSR II	1	\$3,891.09	53.552%	25,005
LEON, C	VSR II	1	\$3,891.09	53.552%	25,005
LOPEZ, A	VSR II	1	\$3,891.09	53.552%	25,005
MARTINEZ, F	VSR II	1	\$3,891.09	53.552%	25,005
PEREZ, E	VSR II	1	\$3,687.36	53.552%	23,696
PITALLANO, A	VSR II	1	\$3,891.09	53.552%	25,005
ROJAS, J	VSR II	1	\$3,891.09	53.552%	25,005
TANDO, E JR.	VSR II	1	\$3,891.09	53.552%	25,005
UYEHARA, B	VSR II	1	\$3,891.09	53.552%	25,005
VACA, T	VSR II	1	\$3,891.09	53.552%	25,005
VAR, S	VSR II	1	\$3,788.55	53.552%	24,346
ZABALA, S	VSR II	1	\$3,891.09	53.552%	25,005
REYNOSO, A	LOSA I	1	\$3,938.82	53.552%	12,656

Total Fringe Benefits 659,770

**TOTAL PERSONNEL SERVICES** 1,904,231

CONTINUE ON NEXT PAGE

**JOINT POWERS AGREEMENT BUDGET WORKSHEET (Rev. 4/09)**

**EXHIBIT B-1**

Page 2

**Name of County** Los Angeles County **District Attorney**  
**Contract Number** VCGC9048

**FY 2011-2012**

**OPERATING EXPENSES**

Contract Amount

Rent (Square feet= _____)	
Utilities	
Insurance	
Equipment rental	8,220
Equipment repair	3,000
Office supplies	10,000
Indirect Cost @ 10%	124,446
Telephone	
Postage	3,500
Expendable equipment (non-capitalized assets)	5,263
Overhead	
Training	
Data Processing	
Other	
Office Furniture	2,000
Victims' Rights Week	3,000
Travel - Meetings, conferences	3,000
Travel - Training	1,400

**TOTAL OPERATING EXPENSES** **163,829**

LA CITY ATTORNEY (see LA City Atty's modified budget attached) 689,354

**TOTAL PROGRAM COST** 2,757,414

**ESTIMATED UNREIMBURSED AMOUNT (NET COUNTY COST)** (0)

**GRANT AWARD** **2,757,414**

**STEVE COOLEY**  
District Attorney

**Does your JP Verification Unit receive any non-VCGCB funding?**

Yes  No

*If yes, please list any additional funds provided for operation of this verification unit. Please describe the source of funding.*

	Source of funding	Amount
Personnel Services	_____	_____
Operating Expenses	_____	_____
	<b>Total</b>	<b>0</b>

**JOINT POWERS AGREEMENT BUDGET WORKSHEET**

(Rev. 4/09)

**EXHIBIT B-1**

Page 1

**Name of County** Los Angeles County Budget for LA City Atty  
**Contract Number** VCGC9048

**FY 2011-2012**

**PERSONNEL SERVICES**  
**Salaries and Wages**

Employee Name	Position/Class	#FTE	X Pay Rate	X Time	Contract Amount
B Blackshear	Witness Service Coordinator	1	28.28	2088	59,048.64
E Brown	Witness Service Coordinator	1	28.28	2088	59,048.64
T Fagan	Admn Coordinator I	1	33.94	1880	63,807.20
A Morales	Witness Service Coordinator	1	28.28	2088	59,048.64
D Morales	Legal Clerk I	1	21.49	2088	44,871.12
A Silva	Witness Service Coordinator	1	28.28	2088	59,048.64
D Tennell	Admn Coordinator IV	0.3	58.68	1880	33,095.52
L Yanez	Witness Service Coordinator	1	28.28	2088	59,048.64
J Zaratan	Witness Service Coordinator	1	28.28	2088	59,048.64
					-
					-
					-
					-
					-

**Total Salaries and Wages**

**496,065.68**

**Fringe Benefits**

Employee Name	Position/Class	#FTE	X Pay Rate	X FB %	Contract Amount
B Blackshear	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15
E Brown	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15
T Fagan	Admn Coordinator I	1	63,807.20	33.20%	21,183.99
A Morales	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15
D Morales	Legal Clerk I	1	44,871.12	33.20%	14,897.21
A Silva	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15
D Tennell	Admn Coordinator IV	0.3	110,318.40	33.20%	10,987.71
L Yanez	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15
J Zaratan	Witness Service Coordinator	1	59,048.64	33.20%	19,604.15

**Total Fringe Benefits**

**164,693.81**

**TOTAL PERSONNEL SERVICES**

**660,759.49**

**CONTINUE ON NEXT PAGE**

Name of County \_\_\_\_\_  
 Contract Number \_\_\_\_\_

FY 2011-2012

**OPERATING EXPENSES**

Rent (Square feet=_____)	_____
Utilities	_____
Insurance	_____
Equipment rental	2,000.00
Equipment repair	_____
Office supplies	1,552.90
Telephone	_____
Postage	_____
Expendable equipment (non-capitalized assets)	_____
Overhead	22,041.61
Training	_____
Data Processing	_____
Other	_____
Travel - Meetings, conferences	2,000.00
Travel - Training	1,000.00

Contract Amount

**TOTAL OPERATING EXPENSES**

**28,594.51**

**TOTAL AMOUNT OF CONTRACT FOR THIS YEAR**

**689,354.00**

Does your JP Verification Unit receive any non-VGCB funding?

Yes  No

If yes, please list any additional funds provided for operation of this verification unit.

Please describe the source of funding.

	Source of funding	Amount
Personnel Services	_____	_____
Operating Expenses	_____	_____
	Total	<b>0</b>



**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](http://www.ols.dgs.ca.gov/Standard+Language).

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

1. PERSONNEL SERVICES AND WORKLOAD

- a. The Contractor shall notify the VCGCB of the resignation or termination of any staff person assigned to perform the functions of this contract within five (5) business days of being notified of the resignation of that person or of issuing the notice of termination.
- b. The Contractor shall obtain written authorization prior to filling vacant or new positions, and prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval will be based upon the VCGCB's review of the Contractor's workload and upon the availability of funds.
- c. The Contractor shall notify the VCGCB when a staff person assigned to perform the functions of this contract has been absent, or is expected to be absent, for any reason, longer than three weeks. When the staff person is on leave, including vacation, sick, and annual leave, the VCGCB shall compensate the Contractor for that period of time only if the staff person accrued the leave during the time the staff person was assigned to perform the functions described in this contract. Further, the Contractor agrees to provide, at the VCGCB's request, documentation verifying leave accrued under the agreement.
- d. The Contractor shall ensure that staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not also collect restitution or serve as a restitution specialist.
- e. The Contractor shall budget no more than 20% of the salary and benefits for the director of the county Victim Assistance Program as part of this contract, unless prior written authorization is obtained from CLASS. The Contractor will also obtain prior written authorization before including the salaries of any other administrative staff who are not directly involved in functions under this contract or the supervision of staff fulfilling functions under this contract in the budget.
- f. In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function. Should the Contractor assign a staff person to perform functions other than those described in Exhibit A – 1a and 1b, the Contractor shall request written authorization ten (10) days prior to the staff person(s) beginning other county functions. The VCGCB shall not reimburse the Contractor for other duties performed outside the scope of the contract.
- g. For each staff member performing services under this contract, the Contractor shall provide the name, business address, telephone number and email; the job title and description of duties, the name of his or her supervisor; the names of any staff supervised; and any other information as required by the VCGCB. The contractor shall also provide the phone numbers and email addresses for staff in the county victim assistance centers and the advocate staff in any centers in other counties which send applications directly to the Contractor. The Contractor shall update the information any time a change is made.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

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

2. INCOMPATIBLE ACTIVITIES

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

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

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

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

3. PERFORMANCE ASSESSMENT

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

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

4. PROGRAM EVALUATION AND MONITORING

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

5. JOB-REQUIRED TRAINING

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

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

The Contractor shall obtain prior written authorization from the VCGCB to attend trainings, meetings, hearings, conferences or workshops that are not job-required. The request is to be submitted on the Training Request Form (Attachment V to this contract) and forwarded to the County Liaison and Support Section for approval.

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

6. MOVING

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

7. EQUIPMENT

- a. Written request and approval prior to purchase

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

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

- b. Purchase of Information Technology Equipment

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

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

## EXHIBIT D

### SPECIAL TERMS AND CONDITIONS

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

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

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

#### 8. OPERATING EXPENSES

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

The Contractor shall obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to the County Liaison and Support Section.

#### 9. TERM OF CONTRACT

The period of performance for the contract will be for one (1) year from July 1, 2011 through June 30, 2012.

#### 10. INVENTORY

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

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

11. CONFIDENTIALITY OF RECORDS

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

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

- c. The Contractor shall ensure that all staff 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: Robin Baglietto, Associate Business Management Analyst  
Business Services Section  
400 "R" Street, Suite 400  
Sacramento, CA 95811

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

**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

12. SUBPOENAS

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

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

13. RETENTION OF RECORDS

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

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

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

14. SUBCONTRACTING

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

15. TERMINATION FOR CONVENIENCE

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

16. REGULATIONS AND GUIDELINES

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



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

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

<p><b>Life Cycle Planning</b></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><b>Awareness and Training</b></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><b>Physical Security</b></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><b>Contingency and Disaster Preparedness</b></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><b>Incident Handling</b></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><b>Identification and</b></p>	<p>All users are individually identified to the information system(s) they use.</p>

<p><b>Authentication</b></p>	<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>
<p><b>Access Control</b></p>	<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>
<p><b>Audit Trail</b></p>	<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>
<p><b>Data Ownership</b></p>	<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>
<p><b>Information Classification</b></p>	<p>All VCGCB information assets are classified by their Data Owner according to the confidentiality of the information and its importance to VCGCB operations. In addition to any classification of information required for business purposes, the classification identifies if the information is</p>

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



STATE OF CALIFORNIA  
ARNOLD SCHWARZENEGGER, Governor

FRED AGUIAR  
Secretary  
State and Consumer Services Agency  
Chairperson

JOHN CHIANG  
State Controller  
Board Member

MICHAEL A. RAMOS  
San Bernardino County District Attorney  
Board Member

JULIE NAUMAN  
Executive Officer

### CONFIDENTIALITY STATEMENT

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

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

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

### ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Signature

STEVE COOLEY

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

Los Angeles County, District Attorney

\_\_\_\_\_  
Affiliation (County/Vendor)

## APPROVED TRAVEL INFORMATION

### I. Short-Term Travel

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

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

#### Meals and Incidentals

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

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

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

#### Trips of Less than 24 Hours

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

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

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

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

## II. Long-Term Travel

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

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

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

## III. Transportation

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

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

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

Requests will contain:

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



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

### **Air Travel**

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

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

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

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

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

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

### **IV. Mileage**

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

## V. Parking

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

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

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

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

## VI. Forms

1. Authorization to Use Privately Owned Vehicles on State Business (STD. 261), Report of Vehicle Accident Form (STD. 270), TEC, and other forms can be found at:  
<http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>
  - a. If you have any trouble locating the necessary forms, please contact VCGCB for assistance.

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

**TRAINING REQUEST**

<u>Name of County</u>	<u>Contract Number</u>	<u>Fiscal Year</u>
Employee Name (Last, First, MI)		Telephone
Classification	VWC#	
Supervisor	Telephone	

Course Title	Cost
1.	
2.	
3.	

Location of training course - check appropriate box

On site       \* Off site

\* Please provide a breakdown of travel costs

Organization Sponsoring Course	Course Date
1.	
2.	
3.	

Check appropriate box

Job Required     \* Job Related     Upward Mobility     Career Related

\*Provide explanation of relatedness:

SIGNATURES	DATE
Participant	
Supervisor	
Board approval	

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

## EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

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

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

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

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

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

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

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

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

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### COUNTY CONTACT

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

**For Victim Compensation Program Staff Use Only:**

**BSS/ISS Comments:**

Approved as submitted     Denied

Approved with changes (noted above)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Restitution Recovery Staff or Joint Powers Analyst Staff Comments:**

**Approved** --Upon Approval -Forward copy to FBOS: ATTN. Larry Iniguez

**Denied**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_


**BSS- Issuing of Asset Tag Stickers**

**Asset Tags Sent**                      **DATE:** \_\_\_\_\_

**Schedule of Equipment**     **Sent**                      **Date:** \_\_\_\_\_

**Received**                      **Date:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

 <p><b>C A L I F O R N I A</b> <b>VCGCB</b> Victim Compensation &amp; Government Claims Board</p>	<p><b>POLICY MEMO</b></p>
<p><b>SUBJECT: Imaged Document Confidential Destruct Policy – Scan Facility</b></p>	
<p><b>DATE ISSUED: December 17, 2008</b></p>	<p><b>EFFECTIVE DATE: Immediately</b></p>
<p><b>SUPERCEDES: N/A</b></p>	<p><b>EXPIRES: Indefinite</b></p>
<p><b>MEMO NUMBER: 09-001</b></p>	<p><b>ISSUED BY: Executive Office</b></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 utilize. A “trusted system” means a combination of techniques, policies, and procedures for which there is no possible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored. The CaRES claims management system is fully compliant with these requirements.

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

### Document Guidelines

All documents received by the 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 Cindy DeYoung, Manager, Business Services Section, at (916) 491-3860.

**OVERPAYMENT CHECKLIST**

Claim Number:		Date:		
Claimant name and address:	Victim's name and address:	Filed by name and address		
Phone No:	Phone No:	Phone No.		
Date of Crime:				
Synopsis of Crime:				
Please enter a brief description of how the overpayment occurred:				
Total Overpayment \$	Overpaid Amount		Dates of Service/ Start date	Overpaid party name and address
	Claimant	Provider		
Medical Bill				
Mental Health Bill				
Relocation				
Funeral/Burial				
Income Loss				
Support Loss				
Attorney fees				
Prepared by:	Date:	Supervisor:	Date:	

Potential Fraud: <input type="checkbox"/> No <input type="checkbox"/> Yes	High Profile: <input type="checkbox"/> No <input type="checkbox"/> Yes	Sensitive: <input type="checkbox"/> No <input type="checkbox"/> Yes
Please enter a brief description for any Yes box checked above:		
Outcome of phone call to overpaid party:		
RECOMMENDATION: <input type="checkbox"/> Collect <input type="checkbox"/> Offset <input type="checkbox"/> Waive		
Prepared by:	Date:	Supervisor: Date:
QA Manager Review:	Date:	CDEO Review: Date:
Regional Manager Review:	Date:	DEO-VCD Date:



**VCGCB County Inventory Form**

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

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

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

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

**Asset Inventory**

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

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

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

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF  
LOS ANGELES FOR THE VICTIM COMPENSATION AND GOVERNMENT  
CLAIMS BOARD  
CLAIMS VERIFICATION PROGRAM**

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**THIS AGREEMENT**, is made and entered into this day of \_\_\_\_\_, 2011, in the County of Los Angeles, California, by and between the **COUNTY OF LOS ANGELES**, a County and political subdivision of the State of California (hereinafter referred to as **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the laws of the State of California (hereinafter referred to as **CITY**), and both of whom collectively are referred to as **PARTIES**;

**WITNESSETH**

**WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et seq., has designated the Office of the District Attorney through its Victim-Witness Assistance Program as the major provider of comprehensive services to victims and witnesses of all types of crimes; and

**WHEREAS**, the **COUNTY** has been awarded funds in the amount of **\$2,757,414** for the period June 1, 2011 through July 31, 2012 from the **STATE OF CALIFORNIA, VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD** (hereinafter referred to as **VCGCB**), of which **\$2,068,060** will be utilized by the **COUNTY**; the remainder, **\$689,354** will be allocated to the **CITY** as a subgrantee to provide completed claim verifications for the period of July 1, 2011 to June 30, 2012; and

**WHEREAS**, the **CITY** desires to continue its participation in such a program for the verification of victims' claims filed within the **CITY**; and

**WHEREAS**, the **CITY** has the capability of providing such services;  
**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

1. **SCOPE OF SERVICES:**

The **CITY** shall provide services to submit and verify claims for the unreimbursed financial losses of crime victims within the boundaries of the City of Los Angeles, as set forth herein and as set forth in the **VCGCB** Agreement, which is attached hereto as Exhibit 1 and incorporated herein by reference.

2. **TIME AND PERFORMANCE:**

Said services of the **CITY** are to commence on or after July 1, 2011, and shall terminate on June 30, 2012.

3. **ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The **CITY** shall designate a specific agent who shall have full authority to act for the **CITY** with regard to the **CITY's** performance pursuant to this Agreement.

C. The District Attorney's Victim-Witness Assistance Program and the City Attorney's Victim-Witness Assistance Program will adhere to all provisions set forth in the **VCGCB** Agreement. Should either party become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in the interests of the client population the programs serve.

4. **COMPLIANCE WITH LAWS AND DIRECTIVES:**

All **PARTIES** agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Agreement. All **PARTIES** also agree to comply with the guidelines set forth in the VCGCB Agreement.

5. **DISCRIMINATION:**

No person shall, on the grounds of race, sex, creed, color or natural origin, be excluded from participation in, be refused the benefits of, any activities, program or employment supported by this Agreement.

6. **COMPENSATION:**

In consideration of the services described herein, the **COUNTY** shall allocate to the **CITY**, as a subgrantee, an amount of money not exceeding the sum of six hundred eighty-nine thousand, three hundred fifty-four dollars (\$689,354) during the period of July 1, 2011 to June 30, 2012 which payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **CITY** will submit invoices for their cost to the **COUNTY** on a monthly basis. The **CITY** will be paid by the **COUNTY** out of funds received from the **VCGCB**. Any such payments shall be contingent upon the availability of **VCGCB** funds and shall not be charged upon any other funds of the **COUNTY**. If the **COUNTY** does not receive the full amount promised by the **VCGCB** as set forth in this Agreement, the **CITY** acknowledges that its portion will be reduced in an amount to be solely determined by the **COUNTY**.

7. **ACCOUNTING:**

The **CITY** must establish and maintain on a current basis an adequate accounting system in accordance with the U.S. General Accounting Office Standards for audit of governmental organizations, programs, activities and functions issued by the U.S. General Accounting Office.

8. **CHANGES IN AGREEMENT AMOUNT:**

The **COUNTY** reserves the right to reduce the Agreement amount when the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result in unspent funds at the end of the program year. Changes in this Agreement amount will be made after consultation with the **CITY**, but are to be solely determined by the **COUNTY**. Such changes shall be effective upon written notice to the **CITY** and the **COUNTY's** Project Director.

9. **PROGRAM EVALUATION AND INSPECTION:**

The **CITY** shall make available to the **COUNTY**, the Comptroller of the State of California, the **VCGCB** and their authorized representatives for purposes of inspection and audit, any and all of its books, papers, documents, financial, and other records pertaining to the operation of this Agreement. The aforesaid records shall be available for inspection and audit during regular business hours throughout the term of this Agreement, and for a period of five (5) years after the expiration of the term of this Agreement. The **CITY** shall permit the **COUNTY** and/or the **VCGCB** and their authorized representatives to inspect and review its facilities and program operation from time to time as may be requested by the **COUNTY**, and/or the **VCGCB**. Said representatives may monitor the operations of this Agreement to assure compliance with all applicable Federal, State and local laws and regulations. In the event that any such inspection reveals violation of any provision of this

Agreement and the **CITY** fails to correct any such violation to the satisfaction of the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of such termination.

10. **TERMINATION AND TERMINATION COSTS:**

This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party. The **COUNTY** may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in **VCGCB** funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered up to the point of the termination notice, and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination and to the extent **VCGCB** funds are available. Payment shall be made only upon filing with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the date of termination.

11. **INDEPENDENT STATUS:**

Both **PARTIES** hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agent of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

12. **ASSIGNMENT:**

No performance of this Agreement or any section thereof may be assigned or subcontracted by the **CITY** without the express written consent of the **COUNTY** and any attempt by the **CITY** to assign or

subcontract any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

13. **HOLD HARMLESS:**

A. Neither the **COUNTY** nor any officer or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**, its officers and employees, harmless from any liability occurring by reason of anything done or omitted to be done by the **CITY** or any officer or employee thereof under or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement.

B. Neither the **CITY**, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its officers and employees, harmless from any liability imposed by reason of anything done or omitted to be done by the **COUNTY**, of any officer or employee thereof, under or in connection with any authority or jurisdiction delegated to the **COUNTY** under this Agreement.

14. **MONITORING:**

The **COUNTY** shall have the authority to cause regular monitoring of this Agreement to verify that the **CITY** is operating in accordance with the **VCGCB** Agreement and the services to be performed thereto.

15. **NOTICES:**

Notices and other correspondence shall be sent to the **COUNTY** as follows:

Steve Cooley  
District Attorney  
County of Los Angeles  
210 West Temple Street  
Suite 18-709C  
Los Angeles, CA 90012  
Attention: Bureau of Administrative Services

Notices and other correspondence shall be sent to the **CITY** as follows:

Carmen Trutanich  
Los Angeles City Attorney  
800 City Hall East, 8<sup>th</sup> floor  
200 N. Main Street  
Los Angeles, CA 90012

16. **AMENDMENTS AND VARIATIONS:**

This writing embodies the whole of the Agreement of the **PARTIES** hereto. There are no oral agreements not contained herein. No addition or variation of the terms of this Agreement shall be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

17. **WAIVER:**

No waiver by the **COUNTY** of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the **COUNTY** to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-



paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

18. **ALTERATION OF TERMS:**

This writing fully expresses all understandings between the **PARTIES** concerning the matters covered herein and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the **PARTIES**, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement formally approved and executed by both **PARTIES**.

19. **GOVERNING LAW, JURISDICTION AND VENUE:**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California. The **PARTIES** agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

**IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** enter into this Agreement for the **VCGCB** program to be signed by its duly authorized officers.

County of Los Angeles

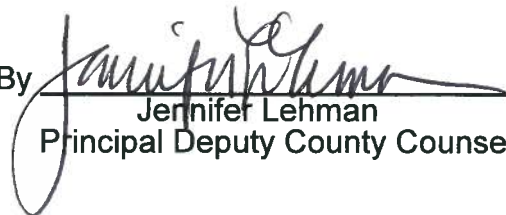
By  \_\_\_\_\_  
STEVE COOLEY  
District Attorney

APPROVED AS TO FORM BY  
COUNTY COUNSEL:

ANDREA SHERIDAN ORDIN

City of Los Angeles

By \_\_\_\_\_  
CARMEN TRUTANICH  
City Attorney

By  \_\_\_\_\_  
Jennifer Lehman  
Principal Deputy County Counsel

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants Exceeding \$100,000**

<b>Department:</b>	<b>District Attorney</b>
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<b>Grant Project Title and Description:</b> CLAIMS VERIFICATION PROGRAM (CVP)- JOINT POWER(JP)
On behalf of the State, the CVP has been the major provider of comprehensive services to victims of crime for the County by processing compensation claims filed by victims. This arrangement expedites reimbursement to crime victims, enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities. The City of Los Angeles participates in the CVP and provides services to victims of crime within the boundaries of the City of Los Angeles.

<b>Funding Agency</b> Victim Compensation and Government Claims Board (VCGCB)	<b>Program (Fed. Grant # /State Bill or Code #)</b> Penal Code Section 13835.2,	<b>Grant Acceptance Deadline</b> N/A
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<b>Total Amount of Grant Funding:</b> \$2,757,414	<b>County Match:</b> NONE
<b>Grant Period:</b>	<b>Begin Date:</b> July 1, 2011 <b>End Date:</b> June 30, 2012
<b>Number of Personnel Hired Under This Grant:</b>	<b>Full Time:</b> 28 <b>Part Time:</b> _____

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?    Yes  No

Will all personnel hired for this program be placed on temporary ("N") items?            Yes  No

Is the County obligated to continue this program after the grant expires?                Yes  No

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services                                Yes  No

b) Identify other revenue sources    Yes  No

(Describe) \_\_\_\_\_

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.    Yes  No

<b>Impact of additional personnel on existing space:</b> None.
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Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_