

COUNTY OF SAN MATEO

Inter-Departmental Memo

Date: September 27, 2001

Hearing Date: October 23, 2001

TO: Honorable Members of the Board

FROM: *James P. Fox*
James P. Fox, District Attorney
Pony #DAO111, Extension 4636

SUBJECT: Application for Renewal of Victim Compensation and Government
Claims Board (formerly the California State Board of Control) Restitution
Program Contract

RECOMMENDATION

Adopt a resolution authorizing execution of a contract with the Victim
Compensation and Government Claims Board in the amount of \$77,457 for the
Restitution Program for FY2001-2002.

BACKGROUND

In January 1997, the State Board of Control established a Restitution Committee to
review and discuss state-wide restitution and victim's services issues. One result of this
effort was that the State Board of Control approached several District Attorneys' offices
in the state and proposed the establishment of paralegal positions within those offices to
collect restitution and monitor the enforcement of court orders. In the fall of 1997, the
State Board of Control stated their intent to enter into a contract with San Mateo County
to fund a paralegal position and start the program. Your Board approved an amendment
to the Salary Ordinance in December 1997 and an appropriation transfer request in
January 1998 to initiate the program in San Mateo County.

DISCUSSION

The Victim Compensation and Government Claims Board has submitted a contract to the
District Attorney's Office to continue the Restitution Program in FY2001-2002. The
program supports one paralegal who is responsible for coordinating restitution efforts in
the District Attorney's Office. This includes notifying deputy district attorneys of cases
in which restitution needs to be ordered, tracking the disposition of cases in which
restitution has been ordered, and reporting case status to the Victim Compensation and
Government Claims Board. Approval of the subject resolution will permit the District
Attorney to submit the contract to the Victim Compensation and Government Claims
Board for continuance of this program effort.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

**RESOLUTION AUTHORIZING THE DISTRICT ATTORNEY TO EXECUTE A
CONTRACT WITH THE VICTIM COMPENSATION AND GOVERNMENT CLAIMS
BOARD FOR THE DISTRICT ATTORNEY RESTITUTION PROGRAM
IN THE CRIMINAL DISPOSITON UNIT**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that:

WHEREAS, the California Victim Compensation and Government Claims Board has
agreed to fund positions in District Attorney's Offices throughout the State of California to ensure
that restitution fines and court orders are properly administered in accordance with applicable
statutes.

WHEREAS, the California Victim Compensation and Government Claims Board has
submitted a contract to the San Mateo County District Attorney to establish a Restitution Program
to be administered by the California Victim Compensation and Government Claims Board.

WHEREAS, the County of San Mateo desires to undertake a Restitution Program to be
funded by funds made available through the California Victim Compensation and Government
Claims Board.

WHEREAS, it is agreed that the contract funds received hereunder shall not be used to
supplant expenditures controlled by this body.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the President of this Board of
Supervisors hereby authorizes the District Attorney of the County of San Mateo to execute, on
behalf of the County of San Mateo, this contract including any extensions or amendments thereof.

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

	AGREEMENT NUMBER BOC-1075
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1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME: VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
 CONTRACTOR'S NAME: COUNTY OF SAN MATEO, DISTRICT ATTORNEY'S OFFICE
2. The term of this Agreement is: JULY 1, 2001 THROUGH JUNE 30, 2002
3. The maximum amount of this Agreement is: \$ 77,457
Seventy Seven Thousand, Four Hundred and Fifty Seven Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	2	Pages	
Exhibit B – Budget Detail and Payment Provision	5	Pages	
* Exhibit C – General Terms and Conditions	GTC201		2/01
	(Number)		(Dated)
Exhibit D – Special Terms and Conditions	2	Pages	
Exhibit E – Information Security Pamphlet	12	Pages	

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

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

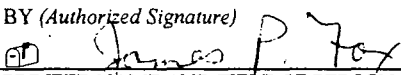

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>COUNTY OF SAN MATEO, DISTRICT ATTORNEY'S OFFICE</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>9-14-01</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>JAMES P. FOX, DISTRICT ATTORNEY</u>	
ADDRESS <u>400 COUNTY CENTER, THIRD FLOOR</u> <u>REDWOOD CITY, CA 94063</u>	
STATE OF CALIFORNIA	
AGENCY NAME <u>VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <u>KELLY J. BRODIE, EXECUTIVE OFFICER</u>	
ADDRESS <u>630 "K" STREET, SACRAMENTO, CA 95814</u>	
<input type="checkbox"/> Exempt	

EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

1. The County of San Mateo, District Attorney's Office (District Attorney) agrees to provide the following services:
 - a. The Victim Compensation and Government Claims Board (hereinafter, "Board") and the District Attorney agree that the intent of this agreement is to establish a positive, collaborative relationship for purposes of improving California's criminal restitution system.
 - b. The Board and the District Attorney agree that the Criminal Restitution Compact Restitution Specialist (hereinafter, "Specialist") will ensure that a restitution order is imposed in all appropriate cases involving a victim unless the court waives imposition of the restitution order for compelling and extraordinary reasons that are stated on the record.
 - c. The Board and the District Attorney agree that the Specialist will ensure that a restitution fine is imposed on all convicted offenders unless the court waives imposition of the restitution fine for compelling and extraordinary reasons that are stated on the record.
 - d. The Board and the District Attorney agree that the Specialist will ensure that a parole restitution fine is imposed in all cases in which the offender's sentence may include a period of parole unless the court waives imposition of the restitution fine for compelling and extraordinary reasons that are stated on the record.
 - e. The Board and the District Attorney agree that the Specialist will ensure that a diversion restitution fee is imposed for all diverted offenders unless the court waives imposition of the restitution fee for compelling and extraordinary reasons that are stated on the record.
 - f. The Board and the District Attorney agree that the Specialist will be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
 - g. The Board and the District Attorney agree that the Specialist will report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
 - h. The Board and the District Attorney agree that the District Attorney (or his or her designee) and the Board's Deputy Executive Officer (or his or her designee) will meet as necessary to discuss the terms of this agreement.
 - i. The Board and the District Attorney agree that this agreement will be modified if its terms are determined to be inconsistent with applicable law, or as otherwise necessary. Modifications will become a part of this agreement when approved by both the Board and the District Attorney.
 - j. The District Attorney agrees to notify the Board of the resignation of the Specialist. The Board reserves the option of not reimbursing the District Attorney for periods when the Specialist position is vacant.
 - k. The Board and the District Attorney agree that the Board will notify the Specialist of all claims filed for Victims Compensation Program (VCP) assistance based on crimes committed in the District Attorney's county for which an offender/suspect has been identified.
 - l. The Board and the District Attorney agree that the Specialist will monitor cases associated with claims identified in paragraph "k" above, as they proceed through the criminal or juvenile justice system.
 - m. The Board and the District Attorney agree that when the Specialist receives notice that a victim has filed for VCP assistance prior to the associated offender being sentenced, the Specialist will determine the amount of assistance granted by the VCP, if any, and any other information necessary from the Board's claims processing system, VOX, and provide this information to the prosecuting attorney.

EXHIBIT A
(Interagency Agreement)

- n. The Board and the District Attorney agree that the prosecuting attorney will submit the information described in paragraph "m", above, to the court and request that the court impose one or more of the following, as appropriate: a restitution fine, a parole restitution fine, a restitution order in an amount equal to that which the VCP has paid on the associated claim(s) or one in an amount "to be determined" (if the VCP has not made a payment on the associated claim(s)) and/or a diversion restitution fee.
 - o. The Board and the District Attorney agree that if a case is forwarded to the probation department for completion of a pre-sentence investigation (PSI) report, in addition to notifying the prosecutor of the amount of VCP payments made, if any, pursuant to paragraph "m", above, the Specialist will also provide the probation department with the same information and request that the probation department include the information in its PSI.
 - p. The Board and the District Attorney agree that the Specialist will provide the Board with information concerning the final disposition of juvenile and criminal cases associated with claims filed with the VCP.
 - q. The Board and the District Attorney agree that the Specialist will monitor, in VOX, VCP claims associated with restitution orders imposed in an amount "to be determined." The Specialist will notify the prosecuting attorney, District Attorney probation department, and/or other appropriate District Attorney staff that the "to be determined" order needs to be amended/modified if the VCP makes a payment on the associated claim. The Board and the District Attorney agree that the Board will assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The Board and the District Attorney agree that the Board will provide expense breakdowns and redacted bills to substantiate any restitution orders requested. A custodian of records will be available for testifying at restitution hearings.
 - r. The Board and the District Attorney agree that their respective offices will conduct training and outreach regarding restitution to agencies in the District Attorney's county. This includes initial and ongoing restitution-related training for the specialist.
 - s. The Board and District Attorney agree that their representatives will meet with agencies in the District Attorney's county to promote the appropriate assessment and collection of restitution fines, parole restitution fines, restitution orders, and diversion restitution fees.
 - t. The Board and the District Attorney agree that the Specialist will serve as a county resource on restitution issues, statutes, and case law. To this end, the Board and the District Attorney agree that the Specialist may assist victims in obtaining restitution whether or not they have filed claims with the VCP. The Board and the District Attorney agree that the Specialist may engage in the following activities: assisting victims in obtaining restitution orders for losses incurred as a direct result of a crime; assisting victims in enforcing their restitution orders as civil/money judgments, and/or; assisting victims with the preparation of evidence to obtain a restitution order.
2. The project representatives during the term of this agreement will be:

Requesting Agency: Victim Compensation Board	Providing Agency: San Mateo County
Name: Laura Hill	Name: Mary Coughlan
Phone: (916) 324-8987	Phone: (650) 363-4004
Fax: (916) 327-3897	Fax: (650) 363-4873

Direct all inquiries to:

Requesting Agency: Victim Compensation Board	Providing Agency: San Mateo County
Section/Unit: Quality Assurance and Revenue Recovery Division	Section/Unit: District Attorney's Office
Attention: Laura Hill, Manager	Attention: Mary Coughlan
Address: 630 "K" Street, Sacramento, CA 95814	Address: 400 County Center, Redwood City 94063
Phone: (916) 324-8987	Phone: (650) 363-4004
Fax: (916) 327-3897	Fax: (650) 363-4873

EXHIBIT B
(Interagency Agreement)

BUDGET DETAIL

1. Invoicing

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

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

2. Budget Contingency Clause

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

3. Payment

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

**Exhibit B
(Interagency Agreement)**

**CRIMINAL DISPOSITION
BUDGET WORKSHEET**

SAN MATEO COUNTY DISTRICT ATTORNEY

SALARIES AND WAGES

Position/Class	Salary	FTE	Total
<u>Paralegal</u>	\$51,555	100%	\$51,555

BENEFITS

Rate	FTE	Total
\$17,536	100%	\$17,536

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

Telephone Charges	\$ 2,078
Training/Travel	615
Office Supplies	100
Information Services Charges	4,340
Books	100
Equipment (Computer with Windows 2000)	<u>1,133</u>

TOTAL OPERATING EXPENSES \$ 8,366

TOTAL BUDGET \$77,457

Note 1: Any equipment for which the County requested reimbursement from the Board must be requested in writing by the County and approved in writing by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

**EXHIBIT B
(Interagency Agreement)**

BUDGET INSTRUCTIONS

Personal Services - Salaries and Wages

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

A line-item is required for each individual employee.

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

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

Fringe Benefits

The County may use fixed percentages of salaries to calculate benefits.

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

A line-item is required for each individual employee.

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

Operating Expenses

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

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

The following subcategories have special requirements as noted below.

Rent

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

Expendable Equipment (Non-capitalized assets)

Expendable equipment includes equipment with an acquisition cost of \$499 or less per unit (including tax, installation and freight) or with a useful life of less than five years. Any equipment for which the County requests reimbursement from the Board must be requested in writing by the County and approved in writing.

**EXHIBIT B
(Interagency Agreement)**

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

Overhead

Overhead costs are indirect costs that cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the Agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs.

Travel

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

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

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

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

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

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

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

Equipment (Capitalized Assets)

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

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

Equipment used solely for program activities may be budgeted if it is essential to the implementation of the Agreement. Grant funds may not be used to reimburse the applicant for equipment already purchased. Any equipment for which the County requests reimbursement from the Board must be requested in writing by the

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

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

**EXHIBIT B
(Interagency Agreement)**

APPENDIX #1

STATE TRAVEL POLICIES

Mileage

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

Meals

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

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

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

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

Total \$40.00

Lodging

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

Other

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

EXHIBIT C
(Interagency Agreement)

GENERAL TERMS AND CONDITIONS

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

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

1. Compensation

The County will be paid by the Board with funds from the Restitution Fund. Any payments shall be contingent upon the availability of Restitution Funds. Any funds paid shall not be a charge upon any Federal monies or State General Fund monies. Funds provided under this agreement are not to supplant existing County activities.

2. Appropriation of Funds

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

3. Moving

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

Notification of relocation must include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation. This advance notice must be given to enable the Board to make necessary arrangements to relocate equipment.

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

4. Regulations and Guidelines

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

5. Audit, Program Evaluation and Monitoring Provisions

A. Audit Provisions:

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

B. Program Evaluation and Monitoring:

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

**EXHIBIT D
(Interagency Agreement)**

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

6. Equipment

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

Any equipment for which the County requests reimbursement from the Board must be requested in writing by the County and approved in writing by the Board prior to purchase. The Board reserves the option of not reimbursing equipment that is not requested and approved in writing prior to purchase.

7. Operating and Overhead Expenses

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

8. Inventory

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

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

9. Confidentiality Statement

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available for the contractor in order to carry out this agreement, or which become available to the contractor in carrying out this agreement, shall be protected by the contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to material which the contractor deems confidential and so protects.

10. Confidentiality of Records

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



STATE OF CALIFORNIA

GRAY DAVIS, Governor

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

CLIFF ALLENBY, INTERIM DIRECTOR
 Department of General Services
 And Chairman

KATHLEEN CONNELL
 Controller And Board Member

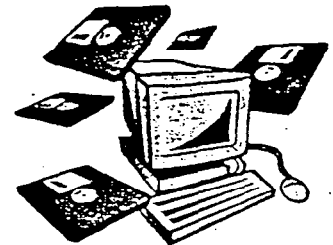
BENNIE O'BRIEN
 Board Member

DARLENE AYERS-JOHNSON
 Executive Director

Memorandum

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

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



BACKGROUND

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

POLICY

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

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

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

Information Security Pamphlet (ISP)

March 11, 1999

Page 2

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

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

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

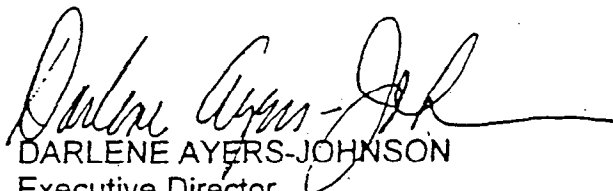
The ISO may remove an individual's access to the State Board of Control's information assets if an acknowledgement form is not timely submitted.

This policy memorandum supercedes:

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

This policy memorandum should be retained until superceded.

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


DARLENE AYERS-JOHNSON
Executive Director

DAJ:DS:jcw

Attachment

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A. PASSWORD SELECTION AND MAINTENANCE GUIDELINES

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

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

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

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

B. ADDITIONAL PASSWORD GUIDELINES FOR MANAGERS AND SUPERVISORS

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

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

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

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

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

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

H. PERSONAL COMPUTER BACK-UP POLICY

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

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

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

I. DESTRUCTION OF CONFIDENTIAL DOCUMENTS

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

authorized means for disposal of confidential information.

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

J. TURNING-OFF PERSONAL COMPUTERS AND TERMINALS

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

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

K. MEDIA CONTACTS

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

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

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

L. LEGISLATIVE CORRESPONDENCE AND TELEPHONE CONTACTS

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

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

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

M. USE OF THE INTERNET

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

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

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

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

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

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

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

N. PUBLIC ACCESS TO INFORMATION

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

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

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

Victims of Crime Division

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

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

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

Government Claims Division

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

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

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

O. DRUG-FREE WORKPLACE REQUIREMENTS

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

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

GLOSSARY

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

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

1999 ISP ACKNOWLEDGEMENT FORM

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

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

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

Employee Printed Name

Employee Phone Number

Employee Signature

Date

Supervisor Signature

Date

INFORMATION SECURITY OFFICER USE ONLY			
Date Received:		Initials:	