



# County of Santa Cruz

0091

## DISTRICT ATTORNEY'S OFFICE

701 OCEAN STREET, ROOM 200, P.O. BOX 1159, SANTA CRUZ, CA 95060  
(831) 454-2400 FAX: (831) 454-2227 E-MAIL: dat015@co.santa-cruz.ca.us

KATHRYN CANLIS  
DISTRICT ATTORNEY

November 13, 2001

Agenda: November 20, 2001

Members of the Board of Supervisors  
Government Center  
701 Ocean Street, Room 500  
Santa Cruz, CA 95060

RE: FISCAL YEARS 2001 AND 2002 VICTIM -WITNESS ASSISTANCE  
CENTER/VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD  
FUNERAL/BURIAL AND DOMESTIC VIOLENCE FUND AGREEMENT FOR  
EMERGENCY AWARDS

Dear Members of the Board:

We are currently in the process of completing an agreement with the Victim Compensation and Government Claims Board (VCGCB) through fiscal year 2001-2002 for our Victim Witness Assistance Center's Funeral/Burial and Domestic Violence Relocation Fund. Government Code Sections 13961.1, 13961.2, and 13962(d) require that we pay verified claims for funeral/burial and domestic violence relocation expenses for victims of violent crimes. This agreement will provide a total revolving fund balance of \$40,000 specifically earmarked for these purposes when a provider of funeral burial services is unwilling to wait for reimbursement through the normal claims process, and to pay verified domestic violence relocation expenses emergency awards. A copy of our renewal and extended agreements will be placed on file with the Clerk of the Board for your review.

The Auditor-Controller's office has recommended the use of a separate bank account for the purpose of paying these claims out of the appropriate index in the District Attorney's budget. The District Attorney will work with the Auditor-Controller's office to establish written procedures for the account, and the account will be audited annually by the Auditor-Controller's office.

WATSONVILLE OFFICE

□ P.O. BOX 228 • FREEDOM, CA 95019 • 1430 FREEDOM BLVD. • WATSONVILLE, CA 95076 • TEL: (831) 763-8120 • FAX: (831) 763-8029

21

It is therefore RECOMMENDED that your Board:

1. Adopt a resolution accepting and appropriating unanticipated revenue in the amount of \$40,000 from the State Victim Compensation and Government Claims Board agreement; and,
2. Adopt a resolution authorizing the District Attorney to execute the Victim Compensation and Government Claims Board agreement for funding the payment of victims' claims for funeral/burial and domestic violence relocation expenses emergency awards for fiscal years ending 2001 and 2002 pursuant to Government Code Sections 13961.1, 13961.2, and 13962(d), and to work with the Auditor Controller's office to establish a special account for claims under this program.


Sincerely,



KATHRYN CANLIS  
DISTRICT ATTORNEY  
COUNTY OF SANTA CRUZ

jmr

Recommended:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from the California State Board of Control \_\_\_\_\_ for Victim/Witness Expenses Emergency Award \_\_\_\_\_ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 40,000.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 40,093.00 into Department District Attorney

TIC	Index Number	Revenue Subobject Number	Account Name	Amount
	271400	0889	St Victim Compensation-Program	\$40,000.00

and that such funds be and are hereby appropriated as follows:

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
	271400	3975		Vic. Compensation Govt Claims Board Sp Misc Exp - Serv	\$40,000.00

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By [Signature]  
Department Head

Date 11-15-01

0094

COUNTY ADMINISTRATIVE OFFICER

  *CR*  /

Recommended to Board

          /

Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES:           SUPERVISORS

NOES:           SUPERVISORS

ABSENT:        SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Henry A. Oberhelman Jr.*  
County Counsel    12/14/97

# 271400-0889  
APPROVED AS TO ACCOUNTING DETAIL:

*P. S. Waugh* 11-14-01  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department

AUD60 (REV 12/97)

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Page 2 of 2

21

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0095

RESOLUTION NO.

On the motion of Supervisor  
duly seconded by Supervisor  
the following resolution is adopted

WHEREAS, the Santa Cruz County Board of Supervisors has designated the District Attorney's Victim/Witness Assistance Center as the provider of major and comprehensive victim and witness services in Santa Cruz County; and

WHEREAS, the Victim Compensation and Government Claims Board has selected the Santa Cruz County Victim/Witness Assistance Center to receive monies for the purpose of processing victims' claims for funeral/burial and domestic violence relocation expenses pursuant to Government Code Sections 13961.1, 13961.2 and 13962 (d);

WHEREAS, the Victim Compensation and Government Claims Board has allocated \$40,000 for fiscal years ending 2001 and 2002 for the Santa Cruz County Victim/Witness Assistance Center for this specific task;

NOW, THEREFORE, THE BOARD OF SUPERVISORS RESOLVES AND ORDERS that the District Attorney of the County of Santa Cruz is authorized, on its behalf, to sign and submit an agreement to the Victim Compensation and Government Claims Board to receive monies to process victims' claims for funeral/burial and domestic violence relocation expenses, and is further authorized to sign for the purposes of making any extensions or amendments thereof.

IT IS AGREED that any liability arising from the Center's operations or services rendered pursuant to this contract, including civil court actions for damages shall be the responsibility of the grantee and the authorizing agency, except that the State Board of Control shall be responsible for any and all damages arising from or connected with its acts or omissions under the contract.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_ day of \_\_\_\_\_ 2001, by the following vote:

VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
TONY CAMPOS  
CHAIRPERSON OF THE BOARD

ATTEST: \_\_\_\_\_  
Clerk of Said Board

APPROVED AS TO FORM:

Kim E. Baslett  
Assistant County Counsel 11/14/01

DISTRIBUTION: District Attorney  
County Counsel  
Auditor, CAO

STANDARD AGREEMENT - APPROVED BY THE ATTORNEY GENERAL

STD. 1 (REV. 5-90)

CONTRACT NO 80C-0101	AML NO 1
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO	

THIS AGREEMENT, made and entered into this 1st day of JULY, 2001  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE  
EXECUTIVE OFFICER

AGENCY  
VICTIM COMPENSATION AND  
GOVERNMENT CLAIMS BOARD

CONTRACTOR'S NAME  
COUNTY OF SANTA CRUZ

hereinafter called the State, and

hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State herein expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, item for performance or completion, and attach plans and specifications, if any).

As agreed upon by both parties, this agreement is amended as follows:

"As provided for under Section 5 of the original agreement, the term of this agreement shall be extended for an additional year through June 30, 2002."

All other terms and conditions remain unchanged, and in full force and effect.

CONTINUED ON SHEETS, EACH BEARING THE NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties herein, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY  
STATE BOARD OF CONTROL

CONTRACTOR (if other than individual, state whether a corporation, partnership, etc.)  
COUNTY OF SANTA CRUZ

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING  
KELLY J. BRODIE

PRINTED NAME AND TITLE OF PERSON SIGNING  
KATHRYN CANLIS

TITLE  
EXECUTIVE OFFICER

ADDRESS  
701 Ocean St., Room 200-C, Santa Cruz, CA 96001

AMOUNT ENCUMBERED BY  
THIS  
DOCUMENT

\$

PROGRAM/CATEGORY (CODE AND TITLE)  
Payments of Claims

FUND TITLE  
Restitution

Department of General Services  
Use Only

(OPTIONAL USE)

PRIOR AMOUNT ENCUMBERED  
FOR THIS CONTRACT  
\$ 40,000

ITEM	CHAPTER	STATUTE	FISCAL YEAR
8700-551-0214	50 106	2000 2001	00/01 01/02

TOTAL AMOUNT ENCUMBERED  
TO DATE  
\$ 40,000

OBJECT OF EXPENDITURE (CODE AND TITLE)  
0070-616.04-17010

I hereby certify upon my own personal knowledge that budgeted funds  
are available for the period and purpose of the expenditure stated above

T. B. A. NO.

B. R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

☐ CONTRACTOR☐ STATE AGENCY☐ DEPT. OF GEN. SVCS☐ CONTROLLER☐

21

## STANDARD AGREEMENT -

APPROVED BY THE  
ATTORNEY GENERAL

STD. 2 (REV. 5-93)

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, - 2000,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

CONTRACT NO

BOC-0101

AM. NO

TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO

TITLE OF OFFICER ACTING FOR STATE  
EXECUTIVE OFFICERAGENCY  
STATE BOARD OF CONTROL

0097

CONTRACTOR'S NAME

COUNTY OF SANTA CRUZ

, hereinafter called the State. and

, hereinafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State herein expressed, does hereby agree to furnish to the State services and materials as follows: (*Set forth service to be rendered by Contractor, amount to be paid Contractor, item for performance or completion, and attach plans and specifications, if any.*)

1. This agreement is entered into by the State Board of Control, an agent of the State of California, referred to as the BOARD, and the County of Santa Cruz, referred to as the COUNTY, under the authority of Government Code Sections 13961.1, 13961.2, and 13962(d). The purpose of this agreement is to establish a process by which the COUNTY may pay verified funeral/burial expenses pending approval by the Board when a provider of funeral/burial services is unwilling to wait for reimbursement through the normal claims payment process, and pay verified domestic violence relocation expenses emergency awards.

The following exhibits, attached hereto, are incorporated into this agreement:

Exhibit A - Non-Discrimination Clause

Exhibit B - Drug-Free Workplace Certification

Exhibit C - Internal Revenue Code Section 6041

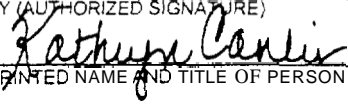
Exhibit D - State Administrative Manual Section 8422.19

Exhibit E - 1999 Information Security Pamphlet

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING THE NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties herein, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	STATE BOARD OF CONTROL	CONTRACTOR (if other than individual, state whether a corporation, partnership, etc). COUNTY OF SANTA CRUZ	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE) 	
PRINTED NAME OF PERSON SIGNING	KELLY J. BRODIE	PRINTED NAME AND TITLE OF PERSON SIGNING Kathryn Canlis, District Attorney	
TITLE	EXECUTIVE OFFICER	ADDRESS 701 Ocean St., Room 200-C, Santa Cruz, CA 96001	
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE) Payments of Claims		FUND TITLE Restitution
\$ 40,000	(OPTIONAL USE)		Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT			
\$	ITEM 8700-551-0214	CHAPTER 50	
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE) 0070-616.04-17010		FISCAL YEAR 00101
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T. B. A. NO	6 R. NO
SIGNATURE OF ACCOUNTING OFFICER		DATE	
<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DEPT. OF GEN SVCS <input type="checkbox"/> CONTROLLER <input type="checkbox"/>			

STANDARD AGREEMENT  
STD.2(REV. 5-91) (REVERSE)

0098

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.



The COUNTY and the BOARD shall comply with the terms of this agreement:

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## 2. SCOPE OF AGREEMENT

The COUNTY is authorized to pay verified funeral/burial claims and domestic violence relocation expenses from an account established solely for this purpose prior to BOARD approval if the COUNTY complies with all of the requirements of this agreement.

## 3. PAYMENT AND REPORTING PROCEDURES

- a. The COUNTY shall verify that immediate payment of funeral/burial expenses is necessary. The COUNTY shall document that the provider of funeral/burial services requires immediate payment and is unwilling to wait for reimbursement through the normal claims payment process. The COUNTY shall maintain this documentation in the claim file and it shall be available for review upon request.
- b. The COUNTY shall verify that an applicant is eligible for an emergency award for domestic violence relocation assistance. The COUNTY shall maintain verification documentation in the claim file and it shall be available for review upon request.
- c. The COUNTY shall completely verify each claim and complete a Quality Review Checklist (QRC) for each claim prior to disbursement of any funds under this agreement. The COUNTY shall maintain the QRC in the claim file and it shall be available for review upon request.
- d. The amount paid by the COUNTY shall not exceed the amount verified and authorized by applicable laws and Board policies.
- e. The COUNTY shall establish and enforce procedures to insure that funds paid under this agreement are released only to persons authorized to receive the funds by the claimant or provider of services or commodities paid for under this agreement.
- f. The BOARD shall report all reimbursements made to the COUNTY for expenses under this agreement to the Internal Revenue Service (IRS).
- g. The COUNTY shall maintain its name and accurate Tax Identification Number (TIN) in the VOX database and insure that it matches the information submitted to the IRS. If the BOARD does not have the accurate TIN for the COUNTY, the COUNTY shall complete and return an IRS Form W-9 immediately upon execution of this agreement.
- h. Once the TIN is entered into the VOX database, the COUNTY shall process a claim under this agreement in accordance with statute and BOARD policies, except that the COUNTY's name and TIN shall be input as the provider's name and number on the "Provider Bill Maintenance" screen.
- i. The actual provider of the services (e.g., the cemetery or funeral home) shall be shown on the VOX moreable window next to the provider number (this will be the nonpay provider). Information about the actual provider services is necessary for generating informational reports. If the TIN of the provider of services is not in the provider database, the COUNTY shall follow the normal provider database procedures established by BOARD policies.

- j. The BOARD and the COUNTY shall comply with all applicable state and federal requirements and all administrative requirements contained in the State Administrative Manual (SAM). In compliance with Internal Revenue Code Sections 6041 (26 U.S.C.A. § 6041) and SAM Section 8422.19, the BOARD shall issue to the COUNTY a Form 1099 MISC at the end of the calendar year stating the amount that the COUNTY received as payee from the BOARD as payer in the calendar year. The COUNTY shall be responsible for issuing a Form 1099-MISC to each provider in accordance with federal law. In compliance with Internal Revenue Code 6041 and SAM Section 8422.19, the COUNTY shall provide the required Form 1099-MISC to providers no later than January 31<sup>st</sup>, of the following year. In accordance with BOARD procedures, the COUNTY shall submit a Form W9 in place of the Payee Data Record (Std. 204) that is required by SAM.
- k. The COUNTY shall exercise good internal control over the issuance of funds and requests for reimbursement of funds to replenish the account (see Audits Section).

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#### 4. OVERPAYMENTS

Any payment of a claim that does not meet the criteria established in statute and the BOARD policy shall result in an audit finding, except as provided in the following paragraph. If an overpayment is identified as a result of the COUNTY's failure to follow statute, BOARD policy, or the requirements of this agreement, the amount of the overpayment that the COUNTY is unable to offset will be deducted from the COUNTY's contract with the BOARD to process claims under Government Code Section 13962(d). The COUNTY agrees that it shall not file a deficiency claim under SAM Section 8072, or any provision, for reimbursement from the BOARD for any deductions under this paragraph. The COUNTY may collect the amount of an overpayment from the overpaid party if the overpayment resulted from the COUNTY's failure to follow statute, BOARD policy, or the requirements of this agreement.

If the COUNTY follows statute, BOARD policy and the requirements of this agreement, and an overpayment is identified based on information unavailable at the time of the payment from the account, the COUNTY shall apply existing overpayment procedures, and the overpayment will not result in an audit finding related to this agreement.

Nothing in this section limits or alters the right of the State to terminate this contract as provided in paragraph 3 of the Standard Agreement terms (STD. 2) of this agreement.

#### 5. TIME OF PERFORMANCE

The term of this Agreement shall be July 1, 2000 through June 30, 2001.

The BOARD may extend the term of this agreement on a yearly basis, subject to the availability of funds. An extension of the term of this agreement shall be made by written amendment to the agreement.

#### 6. COMPENSATION:

The BOARD shall advance \$40,000 to the COUNTY upon execution of this Agreement to initially fund the account. Monies will be coded as claims payments.

The BOARD shall pay the COUNTY with funds from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund.

7. ADMINISTRATION OF AGREEMENT

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The BOARD's Contract Monitor shall be Skip Ellsworth, Manager of the Fiscal and Business Operations Section. The phone number is (916) 327-0394.

The COUNTY's contact person shall be:

Name:

Title:

Phone No:

8. 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.

9. DISPUTE RESOLUTION:

In the event of a dispute between the parties over any part of this Agreement, the dispute may be submitted to the Chief Deputy Executive Director of the BOARD. Submission of a dispute to the Chief Deputy Executive Director pursuant to this provision shall not preclude either party from pursuing any remedy or relief otherwise available.

Nothing in this section limits or alters the right of the State to terminate this contract as provided in paragraph 3 of the Standard Agreement terms (STD. 2) of this agreement.

10. AUDIT PROVISIONS:

The COUNTY will be responsible for establishing procedures to account for monies expended and/or deposited into this account. The COUNTY shall account for the funds in the manner prescribed by current COUNTY mandates and practices. A summary of such practices must be forwarded to the BOARD for review/approval by its Audits and Investigations Branch within thirty (30) days of signing this agreement.

The COUNTY shall have available all records which support expenses charged to the contract. 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 30 days in advance of the dates of the audit.

11. PROGRAM EVALUATION AND MONITORING:

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

The 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.

12. HOLD HARMLESS:

The COUNTY agrees to defend, save, indemnify, and hold harmless the BOARD, its agents, 0102 officers and employees from and against any and all liabilities, damages, suits, costs of suits, expenses for defense and legal services, and claims for damages of any nature or kind whatsoever, arising from or connected with the COUNTY'S operations or its services hereunder.

13. AMENDMENT VARIATIONS:

Except as provided herein, 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 unless otherwise specifically specified in this agreement.

14. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the COUNTY does swear under the penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the COUNTY within the immediately preceding two-year period because of the COUNTY'S failure to comply with an order of the National Labor Relations Board.

15. 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 are informed of the requirements of this provision and of direction given by the BOARD in the "1999 Information Security Pamphlet". 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.

EXHIBIT ANONDISCRIMINATION CLAUSE

1. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, **sex**, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or **sex**. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding State agency to implement such article.
3. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

## DRUG-FREE WORKPLACE- CERTIFICATION


STD. 21 (REV. 2-93)

EXHIBIT B

0104

## CERTIFICATION

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME <b>Santa Cruz County District Attorney</b>		FEDERAL ID NUMBER <b>94000534</b>
BY (Authorized Signature) 		DATE EXECUTED <b>7/30/08</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Kathryn Canlis</b>		TELEPHONE NUMBER (Include Area Code) <b>(831) 454-2400</b>
TITLE <b>District Attorney</b>		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS <b>701 Ocean Street, Room 200, Santa Cruz, CA 95060</b>		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing 2 drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Citation  
26 USCA s 6041  
26 U.S.C.X. § 6041

Found Document

Rank 1 of 1

Database 0105  
USCA

UNITED STATES CODE ANNOTATED  
TITLE 26. INTERNAL REVENUE CODE  
SUBTITLE F—PROCEDURE AND ADMINISTRATION  
CHAPTER 61—INFORMATION AND RETURNS  
SUBCHAPTER A—RETURNS AND RECORDS  
PART III—INFORMATION RETURNS  
SUBPART B—INFORMATION CONCERNING TRANSACTIONS WITH OTHER PERSONS

Copr. © West 1998. No Claim to Orig. U.S. Govt. Works

- Current through P.L. 105-220, approved 8-7-98

§ 6041. Information at source

(a) ~~Payments of \$600 or more.~~—All persons engaged in a trade or business and making payment in the course of such trade or business to another person, of rent, salaries, wages, premiums, annuities, compensations, remunerations, emoluments, or other fixed or determinable gains, profits, and income (other than payments to which section 6042(a)(1), 6044(a)(1), 6047(e), 6049(a), or 6050N(a) applies, and other than payments with respect to which a statement is required under the authority of section 6042(a)(2), 6044(a)(2), or 6045), of \$600 or more in any taxable year, or, in the case of such payments made by the United States, the officers or employees of the United States having information as to such payments and required to make returns in regard thereto by the regulations hereinafter provided for, shall render a true and accurate return to the Secretary, under such regulations and in such form and manner and to such extent as may be prescribed by the Secretary, setting forth the amount of such gains, profits, and income, and the name and address of the recipient of such payment.

(b) Collection of foreign items.—In the case of collections of items (not payable in the United States) of interest upon the bonds of foreign countries and interest upon the bonds of and dividends from foreign corporations by any person undertaking as a matter of business or for profit the collection of foreign payments of such interest or dividends by means of coupons, checks, or bills of exchange, such person shall make a return according to the forms or regulations prescribed by the Secretary, setting forth the amount paid and the name and address of the recipient of each such payment.

(c) Recipient to furnish name and address.—When necessary to make effective the provisions of this section, the name and address of the recipient of income shall be furnished upon demand of the person paying the income.

(d) Statements to be furnished to persons with respect to whom information is required.—Every person required to make a return under subsection (a) shall furnish to each person with respect to whom such a return is required a written statement showing—

(1) the name, address, and phone number of the information contact of the person required to make such return, and

(2) the aggregate amount of payments to the person required to be shown on the return.

The written statement required under the preceding sentence shall be furnished to the person on or before January 31 of the year following the calendar year for which the return under subsection (a) was required to be made. To the extent provided in regulations prescribed by the Secretary, this subsection shall also apply to persons required to make returns under subsection (b).

(e) Section does not **apply** to certain tips.--This section shall not apply to tips with respect to which section 6055(a) (relating to reporting of **tips**) applies

## CREDIT(S)

## 1998 Elecuonic Update

(Aug. 16, 1954, c. 736, 68X Stat. 745; Oct. 16, 1962, Pub.L. 87-834, § 19(f), 76 Stat. 1058; Oct. 4, 1976, Pub.L. 94-455, Title XIX, § 1906(b)(13)(A), 90 Stat. 1834; Nov. 6, 1978, Pub.L. 95-600, Title V, § 501(b), 92 Stat. 2878; Aug. 13, 1981, Pub. L. 97-34, Title VII, § 723(b)(1), 95 Stat. 344; Sept. 3, 1982, Pub.L. 97-248, Title III, § 309(b)(1), 96 Stat. 595; July 18, 1984, Pub. L. 98-369, Div. A, Title VII, § 722(h)(4)(B), 98 Stat. 976; Oct. 22, 1986, Pub.L. 99-514, Title XV, §§ 1501(c)(1), 1523(b)(2), 100 Stat. 2736, 2748; July 30, 1996, Pub.L. 104-168, Title XII, § 1201(a)(1), 110 Stat. 1469.)

<General Materials (GM) - References, Annotations, or Tables >

## HISTORICAL AND STATUTORY NOTES

## Revision Notes and Legislative Reports

1954 Act. House Report No. 1337, Senate Report No. 1622, and House Conference Report No. 2543, see 1954 U.S.Code Cong. and Adm.News, pp. 4547, 5214, 5280, 5339.

1962 Act. Senate Report No. 1881 and Conference Report No. 2508, see 1962 U.S.Code Cong. and Adm.News, p. 3297.

1976 Act. House Report Nos. 94-658, 94-1380, Senate Report No. 94-938, and House Conference Report No. 94-1515, see 1976 U.S.Code Cong. and Adm.News, p. 2897.

1978 Act. House Report No. 95-1445, Senate Report No. 95-1263, and House Conference Report No. 95-1800, see 1978 U.S.Code Cong. and Adm.News, p. 6761.

1982 Act. Senate Report No. 97-494, House Conference Report No. 97-760, and Statement by Legislative Leaders, see 1982 U.S.Code Cong. and Adm.News, p. 781.

1984 Act. House Report No. 98-432, House Conference Report No. 98-861, Statement by Legislative Leaders and two Related Reports, see 1984 U.S.Code Cong. and Adm.News, p. 697.

1986 Act. House Conference Report No. 99-841 and Statement of President, see 1986 U.S.Code Cong. and Adm.News, p. 4075.

1996 Act. House Report No. 104-506, see 1996 U.S. Code Cong. and Adm. News, p. 1143.

## Amendments

1996 Amendments. Subsec. (d)(1). Pub.L. 104-168, § 1201(a)(1), substituted "name, address, and phone number of the information contact" for "name and address".

1986 Amendment. Subsec. (a). Pub.L. 99-514, § 1523(b)(2), substituted "6049(a), or 6050N(a)" for "or 6049(a)".



REPORTABLE PAYMENT  
(Revised 7/97)

8422.19

Sections 6041 of the federal Internal Revenue Code and 18802 of the State Revenue and Taxation Code require the State to report certain payments made to individuals, medical corporations, and partnerships when such payments total at least \$600 of miscellaneous income and \$10 of interest income, respectively.

State policy requires that reportable payments be identified and reported through a combination of electronic data processes, the state Uniform Codes Manual, and information provided in the Vendor Data Record (STD. Form 204). The Department of Finance (DOF), CALSTARS Unit has developed and implemented appropriate procedures to facilitate such reporting, for its agencies, through the Franchise Tax Board. Non-CALSTARS agencies that operate their own EDP systems are required to develop and implement similar reportable payment identification systems. Non-CALSTARS agencies that operate in a manual accounting environment are encouraged to call the DOF, Fiscal Systems and Consulting Unit, if they have any questions.

The chief financial officer of each State agency is designated as the person responsible for ensuring compliance with federal and State tax laws. Each State agency which makes payments from the State

Treasury, Trust, and/or agency funds will comply with the Internal Revenue Service (IRS) and the Franchise Tax Board (FTB) annual information reporting and income tax withholding (W/H) requirements. A State agency may arrange to have 1099s, FTB, and IRS reports prepared by a reporting agent such as the Franchise Tax Board. However, the final responsibility will rest with the State agency. 0108

#### Reportable Payment Identification and Classification Requirements.

I. Required Vendor Data Record, STD. 204. See 8422.19 Illustration 1 & Illustration 1 (Cont. 1).

A completed Vendor Data Record (STD. 204) must be obtained whenever a state agency engages in a transaction that leads to a payment to any individual or any entity that is not a governmental entity. The information provided in this form must be used in conjunction with reportable transaction markers in the Uniform Codes Manual (Object section, column "FBR"), to select the payments that are reportable from the payment history files, through electronic data processing methods.

In order to obtain the data necessary to determine what payments are reportable, the Vendor Data Record, STD. 204, must be completed by the vendor and attached to each contract. For non-contract transactions, this form must be completed by the vendor and retained in the State agency's business services or accounting office as determined by State agency policy. Information provided by the vendor on this form will include:

1. Name and address of State agency purchasing vendor services.
2. Complete business name and address of vendor doing business with the State including owner's name, if a sole proprietorship.
3. The vendor type and the Taxpayer Identification Number (TIN) as shown. The TIN is the Social Security Number (SSN) for individual and sole proprietor vendors and the Federal Employee Identification Number (FEIN) for all other vendors.
4. The residency status of the vendor by indicating resident or nonresident as shown. The reverse side of the STD. 204 provides instructions for making this determination. Nonresident vendors are subject to withholding at the standard rate unless verification authorizing a reduced rate or a waiver is attached to the STD. 204.
5. The name, title, telephone number, and dated signature of the vendor's authorized representative will be provided. This signature certifies the accuracy of the information provided.

State agencies that need to customize the STD. 204 in order to fulfill a unique reporting need of a specific program may submit a request for approval (including a draft of the customized STD. 204) to Department of Finance, Fiscal Systems and Consulting Unit.

A copy of the completed Vendor Data Record, STD. 204, for payments to all non-governmental entities will be kept on file at each State agency. If the STD. 204 is not completed by the vendor and the required vendor data is not otherwise provided, payment shall be reduced by 31 percent for federal backup withholding and seven percent for State income tax withholding (refer to SAM Section 8422.191.) A State agency will not process revolving fund payments or file claims for SCO warrants unless a STD. 204 has been completed by the vendor being paid or federal backup and State income tax withholdings have been deducted from the payment in accordance with SAM Section 8422.191.

#### II. Payments that will be reported.

- a. Payments for services to medical service corporations and to non-corporate entities (except governmental units) will be reported. These may include: fees, commissions, other forms of compensation for services (to the extent not reported on Form W-2), interest, rent, royalties, prizes, and awards. The Vendor Data Record, STD. 204, is required for all

21

royalties, prizes, and awards. The Vendor Data Record, STD. 204, is required for all payments (except for payments to governmental entities).

b. Payments are reportable if all three of the following points can be answered YES: 0109

1. Payment is within the conduct of trade or business.
2. Payee is not a corporation (note that all payments to medical corporations for services provided **are** reportable).
3. Payment is for services (including construction contract services) rendered and not solely for merchandise.

c. The following reportable payment structure is used for all reportable payments:

Code 1 Rent of real or personal property.

Code 2 Royalties.

Code 3 Other income (including prizes, awards, and punitive damages not involving physical injury or sickness).

Code 4 Income tax withheld (Backup Withholding).

Code 5 Interest (other than for tax exempt government obligations; interest paid by nonresident aliens and most foreign entities, corporations, tax exempt entities, plans, custodians and nominees, brokers, registered dealers in securities or commodities, and U.S. and State governments, including their political subd and wholly-owned agencies and instrumentalities). This data may also be fil a 1099-INT form.

Code 6 Medical and Health Care payments, including doctors, medical corporations dentists, audiologists, optometrists, psychologists, psychiatrists, etc.

Code 7 Nonemployee compensation.

Prizes and awards for services rendered (e.g. bonuses not reported in W-2).

Commissions to non-employees.

Commissions to real estate brokers.

Consulting fees to non-employees (including travel expenses, per diem, and expenses not supported by travel claim).

Professional fees.

Payments to entertainers.

Construction service contracts (roads, streets, buildings, etc.).

8422.19 ILLUSTRATION 18422.19 ILLUSTRATION 1 (CONT.1)

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III. Payments that *are* not reported.

- a. Payments to corporations or governmental units. Payments to incorporated physicians or other health care service providers are reported.
- b. Payments for merchandise (including freight, storage, and similar charges) and utilities (such as electricity, gas, oil, water, telephone, telegraph, and similar services).
- c. Payments of damages (for physical injury or sickness) awarded by the courts. However, any interest payment is reportable.
- d. Salaries and wages paid *from* the State Payroll Revolving Fund or otherwise reported on Form W-2.
- e. Scholarships, fellowships, and stipends (except where such payments are subject to the performance of services).
- f. Per diem and travel expense reimbursements paid to employees or non-employees to the extent supported by approved travel claims.

## IV. Payments that include reportable and non-reportable items.

When a payment to an individual includes both reportable and non-reportable items, state agencies usually have the option of reporting the total payment or only the reportable portion. If the agreement is only for a lump sum, then the full amount will be reported. However, when a payment includes both non-reportable principal and interest, only the interest will be reported. When a payment to an external consultant includes a stated amount for travel expenses, per diem, or other expenses, as well as an amount for services, the total amount will be reported.

Questions regarding the determination of reportable payments and/or the use of the Vendor Data Record form, STD. 204, should be directed to the FTB, Information Reporting Unit, telephone: (916) 845-6302.

State Agencies Reporting Annual Information Returns

State agencies reporting annual information returns to the IRS on the Transmittal of Information Returns Reported on Magnetic Media form, IRS 4804, for 250 or more returns, may report directly to both the IRS and FTB. Alternatively, state agencies may file combined IRS/FTB information returns if they complete and file the "Agreement to Participate in Combined Federal/State Information Return Reporting" with the IRS. (Refer to IRS Instruction Booklet for agreement form.)

State agencies which file their own information returns and are required to file the Form 1096 Annual Information Returns because their reportable Form 1099s to payees are less than 250, will file the Annual State Information Return form, FTB 596, with the state FTB. Also, state agencies which file information returns directly to the IRS and FTB or process reportable payments transactions through the FTB's information return reporting system will take care to avoid duplicate reporting by not forwarding the blue copy of the Remittance Advice form, STD. 404, to the State Controller's Office.

Both federal and state information returns will be filed by February 28 for reportable payments made during the preceding calendar year. State agencies that prepare their own information returns will send a copy of Form 1099 to payees by January 31 of the year following the payments.

All state agencies are encouraged to obtain from the local IRS office or service center (by telephone

contact), on an annual basis, the IRS Instructions for Forms 1099, 1098, 5498, and W-2G (Including Forms 1099-A, 1099-B, 1099-DIV, 1099-G, 1099-INT, 1099-MISC, 1099-OLD, 1099-PATR, 1099-R, and 5754) and for IRS 4804 Transmittal of Information Returns Reported on Magnetic Media. Many state agencies currently report directly on the Forms 1099-INT, A, B, G, MISC, R, and W-2G. The State Controller's Office reports only Forms 1099-INT and MISC for state agencies which do not have adequate systems for direct reporting.

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#### Issuing Corrected Information (Form 1099) Returns.

The ultimate responsibility for filing Form 1099 returns and for ensuring the accuracy of the returns rests with the state agency that made the payment(s) being reported. Consequently, notwithstanding the Form 1099 processing, filing, and mailing assistance provided to most state agencies by the DOF CALSTARS Unit and the FTB, each State agency is responsible for issuing corrected Form 1099 returns to its vendors and to the appropriate tax authorities whenever it is necessary to correct a previously issued Form 1099.

State agencies filing less than 250 corrected returns may do so on paper Form 1099 or on magnetic media. State agencies filing more than 250 corrected returns must use magnetic media.

#### A. Filing Corrected Paper Information (Form 1099) Returns

Corrected paper Form 1099 returns should be filed with the IRS and a copy mailed to the vendors. Do not submit copies to the FTB. The IRS automatically shares the data in corrected paper information returns with the FTB.

For specific instructions regarding the filing of corrected Form 1099 returns on paper, refer to the IRS publication, Instructions for Forms 1099, 1098, 5498, and W-2G. This annual publication may be requested by calling the IRS at (800) 829-3676.

#### B. Filing Corrected Magnetic Media Information (Form 1099) Returns

Corrected magnetic media Form 1099 returns should be filed with both the IRS and the FTB and copies sent to the vendors.

For specific instructions regarding the filing of corrected Form 1099 returns on magnetic media, refer to the IRS Publication 1229, Specifications for filing Forms 1099, 1098, 5498, and W-2G Magnetically or Electronically. This annual publication may be requested by calling the IRS at (800) 829-3676.

For additional information on the filing of corrected Form 1099 returns, please call the FTB at (916) 845-6302 for general information and (916) 845-3778 for technical information.

#### Consequences of Incorrect Information Reporting.

Under the IRS Code, a state agency that fails to obtain the Taxpayer Identification Number (TIN) or fails to file timely information returns is subject to a penalty of up to \$50 per annual information return to a maximum of \$250,000. In addition, the state agency can be assessed a 31 percent federal backup income tax withholding on amounts that were incorrectly reported or were not withheld. Additional penalties, fines, and interest may be assessed by the IRS and/or FTB.

Payment transactions submitted for processing without the benefit of a fully or accurately completed STD 204 will not be processed by CALSTARS or other automated state accounting systems unless the state agency responsible has withheld federal backup and state income tax in accordance with SAM Section 8422.191.



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

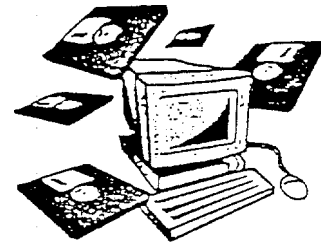
Date : March 11, 1999

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

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, 1980

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

# TABLE OF CONTENTS

SECTION	PAGE NUMBER
A. Password selection and maintenance guidelines	4
B. Additional password guidelines for managers and supervisors	4
C. Information security breaches	5
D. Report suspected illegal or improper activities <del>about of portable personal</del>	5
F. Use of state information assets	5
G. Acquisition and use of personal computer systems, associated equipment, and software	6
H. Personal computer back-up policy	6
I. Destruction of confidential documents	6
J. Turning off personal computers and terminals	6
K. <del>Media contacts</del>	
L. Legislative correspondence and telephone contacts	7
M. Use of the Internet	7
N. Public access to information	8
O. Drug-free workplace requirements	8
F. Notes	9
APPENDIX	PAGE NUMBER
I. Glossary	10
II. Acknowledgement Form	12



## A. PASSWORD SELECTION AND MAINTENANCE GUIDELINES

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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.

### C. INFORMATION SECURITY BREACHES

Any person who commits an information security breach or commits certain unlawful acts may be subject to administrative disciplinary actions and/or prosecution under the Comprehensive Computer Data Access and Fraud Act (Penal Code Section 502) which states, "...any person who commits any of the following acts is guilty of a public offense...knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (E) wrongfully control or obtain money, property, or data..."

Employees who become aware of an Information security breach must immediately inform their supervisor and the Information Security Officer.

An information security breach can be 'accidental.' It does not require a willful or intentional act on someone's part. An accident can occur because of an honest mistake or because of negligence. Audit guidelines require the inclusion of all definitions of what constitutes a security breach. Any form of disciplinary action would, in most instances, be focused on information security breaches that are purposeful and malicious.

### D. REPORT SUSPECTED ILLEGAL OR IMPROPER ACTIVITIES

Any suspicions of improper or illegal activities directed against the State Board of Control will be promptly investigated. Employees must notify the Information Security Officer and their supervisor immediately of any suspected illegal or

improper activity.

Refer to Board Policy Memo 33-06 and Board Policy Memo 99-07, for additional guidance on this matter.

### E. CHECKOUT OF PORTABLE PERSONAL COMPUTERS

Electronic equipment may be checked out from the Information Systems Section by submitting a computer checkout form at least 24 hours before the equipment is needed. Employees who check out State-owned equipment are responsible for taking reasonable precautions against possible theft or vandalism of the equipment, for ensuring that the equipment and software are used only for State work, and for the

adherence to software copyright laws and license agreements. Employees are also responsible for the return, in good condition, of all manuals and training materials checked-out with the equipment.

Laptop computers and other portable equipment should not be left in vehicles. These items should be carried by the employee or stored in a locked hotel room or other secure area while traveling.

### F. USE OF STATE INFORMATION ASSETS

Use of the State Board of Control's information assets should only be for purposes related to the State Board of

Control's mission. It is against policy and State law to use State assets for personal reasons.

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

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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 \$6-02 and ADM:07:01:95-96, issued February 6, 1996, for additional guidance on this matter.

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**H. PERSONAL COMPUTER BACK-UP POLICY**

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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.

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**I. DESTRUCTION OF CONFIDENTIAL DOCUMENTS**

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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.

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**J. TURNING-OFF PERSONAL COMPUTERS AND TERMINALS**

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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 S7-04 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 system;
- 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.

If an employee has a substance abuse problem involving drugs and/or alcohol, the Employee Assistance Program may be available for assistance. However, adverse action, and possible criminal prosecution involving law enforcement agencies, may be

taken against any employee found to **be** in the possession or under the influence of drugs or alcohol while on the job.  
  
Referto Board Policy Memo 89-07 for additional guidance on this matter.

P. NOTES

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.

0122

Loss of Information or Software	The unauthorized <b>destruction</b> or removal of a Board data file, system software, or application software by a Board employee.
Owners of Information	The <b>organizational</b> unit having responsibility for making <b>classification</b> and <b>control</b> decisions regarding an automated file or database. Generally the program management that employs the data processed by an <b>automated system</b> is responsible for identifying user access requirements and is most <b>affected</b> if the information is lost, compromised, delayed, or <b>disclosed</b> .
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 <b>be</b> sensitive information.
Sensitive Information	Information that requires special precautions to protect it from <b>unauthorized</b> or <b>accidental</b> modification or destruction. Maintenance of its integrity or assurances as to its <b>accuracy</b> and <b>completeness</b> 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 <b>accidental</b> or <b>malicious</b> 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 <b>unauthorized</b> 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 WES)	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.