

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

VCGC6105

REGISTRATION NUMBER

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 TULARE, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: **NOVEMBER 1, 2006** through **JUNE 30, 2007**

3. The maximum amount of this Agreement is: **\$ 76,221.00**
Seventy six thousand two hundred twenty one dollars and no cents

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	Pages 2-5
Exhibit B – Budget Detail and Payment Provisions	Pages 6-7
Exhibit B-1 – Budget Page	Page 8
Exhibit C* – General Terms and Conditions (GTC-306)	Page 9
Exhibit D – Special Terms and Conditions	Pages 10-15
 Attachment I – Data Classification & Security Policy Memo 04-01-010	 Pages 1-3
Attachment II – Confidentiality Statement	Page 1
Attachment III – Sample Invoice and Invoicing Instructions	Page 1
Attachment IV - Approved Travel Reimbursement Rates	Page 1
Attachment V - Equipment Purchase Authorization Form	Page 1

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

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

CONTRACTOR

**California Department of General
Services Use Only**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF TULARE, DISTRICT ATTORNEY'S OFFICE

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

THOMAS O'CONNOR, CHIEF DEPUTY EXECUTIVE OFFICER

ADDRESS

630 K STREET, SACRAMENTO, CA 95814

☐ Exempt per:

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> <i>Tulare County</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> <i>Tulare</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

EXHIBIT A

SCOPE OF WORK

The Victim Compensation and Government Claims Board (hereinafter, "Board") and the District Attorney agree that the intent of this contract is to establish a positive, collaborative relationship for the purpose of improving California's criminal restitution system.

1. SCOPE OF WORK

The Board and the District Attorney agree that:

- a. The Criminal Restitution Compact Restitution Specialist (hereinafter, "Specialist") shall ensure that the following are imposed, unless the court waives imposition for compelling and extraordinary reasons that are stated on the record:
 - i. Restitution orders in all appropriate cases involving a victim who has filed a claim with the Board;
 - ii. Restitution fines on all convicted offenders;
 - iii. Parole revocation fines in all cases in which the offender's sentence may include a period of grace;
 - iv. Diversion restitution fees for all diverted offenders; and
 - v. Probation revocation restitution fines in all cases in which the offender's sentence may include a period of probation.
- b. The Specialist shall facilitate contact and attend meetings between the Board and the county collection entity(ies) to discuss ways of increasing restitution order collections.
- c. The Specialist shall be an employee of the District Attorney's Office, preferably at a level equivalent to a paralegal or above.
- d. The Specialist shall report to a supervisor designated by the District Attorney, preferably an Assistant or Chief Deputy District Attorney.
- e. The District Attorney (or his or her designee) and the Board's Deputy Executive Officer (or his or her designee) shall meet as necessary to discuss the scope of work or any other aspect of this contract.
- f. This contract shall be modified if its terms are determined to be inconsistent with applicable law, or as otherwise necessary.
- g. The District Attorney shall ensure that there is sufficient staff to perform the services required under this contract. The District Attorney shall notify the Board of the resignation or termination of any Specialist assigned to perform the functions of this contract within five (5) business days of being notified of the resignation or of issuing the notice of termination. At the Board's request, the District Attorney shall attempt to hire or reassign another qualified Specialist to perform the services.
- h. The District Attorney shall notify the Board when a Specialist assigned to perform the functions of this agreement has been absent, or is expected to be absent, for any reason, longer than three weeks.

EXHIBIT A

SCOPE OF WORK

Scope of Work (continued)

- i. When the Specialist is on leave, including vacation, sick and annual leave, the Board shall compensate the District Attorney for that period of time only if the Specialist accrued the leave during the time the Specialist was assigned to perform the functions described in this agreement. The District Attorney agrees to provide, at the Board's request, documentation verifying accrual leave under the agreement.
- j. The Specialist may not work overtime without prior written authorization from the Board. The Board reserves the option of not reimbursing overtime that is not first requested and approved in writing.
- k. The Board shall notify the Specialist of all claims filed for Victim Compensation Program (VCP) assistance based on crimes committed in the District Attorney's county for which an offender/suspect has been identified.
- l. The Specialist shall have access to the necessary court records to monitor cases associated with claims identified in paragraph "k" above, as they proceed through the criminal or juvenile justice system.
- m. When the Specialist receives notice that a victim has filed for VCP assistance prior to the associated offender being sentenced, the Specialist shall determine the amount of assistance granted by the VCP, if any, and any other information necessary from the Board's claims processing system, and provide this information to the prosecuting attorney.
- n. The prosecuting attorney shall 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 diversion restitution fee, a probation revocation 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. 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 shall also provide the probation department with the same information and request that the probation department include the information in its PSI.
- p. The Specialist shall provide the Board with information concerning the final disposition of juvenile and adult criminal cases associated with claims filed with the VCP within 30 calendar days of the judge imposing the restitution order and fines.

EXHIBIT A

SCOPE OF WORK

Scope of Work (continued)

- q. The Specialist shall monitor, in the Board's computer system, VCP claims associated with restitution orders imposed in an amount "to be determined" (TBD). The Specialist shall monitor TBD orders every six months from the date of sentencing. When a claim reaches the \$2,000 payout threshold, the Specialist shall notify the prosecuting attorney, District Attorney, probation department, and/or other appropriate District Attorney staff that the TBD order needs to be amended/modified. The Specialist shall provide a copy of the notification to the Board. In all cases, one year before the offender is terminated from parole or probation, the Specialist shall seek a modification of the TBD or order to reflect the current payout. The Board shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The Board shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested. A custodian of records shall be available for testifying at restitution hearings. The Board will measure the performance of this provision quarterly by analyzing the number of TBDs amended in relation to the number of convicted offenders whose victims have received benefits from the Board.
- r. The Board and the Specialist shall each 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's and the District Attorney's representatives shall meet with agencies in the District Attorney's county to promote the appropriate assessment and collection of restitution fines, parole and probation restitution fines, restitution orders, and diversion restitution fees.
- t. The Specialist shall serve as a county resource on restitution issues, statutes, and case law. To this end, the Specialist may assist victims in obtaining restitution whether or not they have filed claims with the VCP. The Specialist may engage in the following activities no more than 25% of his/her time: 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.
- u. The Specialist shall provide monthly timesheets and quarterly activity reports in a format provided by the Board. Timesheets are due on the 15th of every month. Quarterly reports are due on the 15th of the month after the end of each quarter.
- v. The Specialist must spend a minimum of 75% of his/her time performing the work described in Exhibit A – 1a through 1u excluding 1t. The other 25% may be dedicated to activities described in Exhibit A – 1t. The Specialist shall document his or her activities by using regular time and attendance records. These records shall be forwarded to the Board on a monthly basis as attachments to the monthly invoices. This documentation is necessary for the Board to be reimbursed for restitution activities from the administrative cost portion of the Board's federal VOCA grant. If the District Attorney fails to keep and maintain the records required by this section which results in the Board's inability to be reimbursed from the administrative cost portion of the Board's federal VOCA grant, or is subject to a negative audit finding, the District Attorney shall not be compensated under this Contract for those activities.

EXHIBIT A
SCOPE OF WORK

2. The project representatives during the term of this contract will be:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: TULARE COUNTY
Name: Laura Hill Deputy Executive Officer	Name: Carol Turner, Assistant D.A.
Phone: (916) 327-0007	Phone: (559) 733-6411
Fax: (916) 327-3897	Fax: (559) 733-6982

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: Tulare County
Section/Unit: Revenue Recovery and Accounting Division	Section/Unit: Victim/Witness Assistance
Attention: Laura Hill Deputy Executive Officer	Attention: Gayle Cain
Address: 630 "K" Street, Sacramento, CA 95814	Address: 221 So. Mooney Blvd., Rm. 264, Visalia, Ca. 93291
Phone: (916) 327-0007	Phone: (559) 733-6754
Fax: (916) 327-3897	Fax: (559) 730-2931

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Board agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this agreement.
- b. Invoices shall include the agreement number, employee name, position/classification, and time base. Invoices and timesheets/attendance records shall be submitted no later than the 15th of the month to:

Victim Compensation and Government Claims Board
Attn: Accounting Manager
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 Board shall have no liability to pay any funds whatsoever to the District Attorney's Office or to furnish any other considerations under this agreement and the District Attorney's Office 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 Board shall have the option to either cancel this agreement with no liability occurring to the Board, or offer an agreement amendment to District Attorney's Office to reflect the reduced amount.
- c. The District Attorney's Office shall be paid by the Board 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 be used for other activities and shall not be used to supplant those currently provided by county funds, or grants administered by the Criminal Justice Programs Division (Office of Emergency Services), formerly, Office of Criminal Justice Planning.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

3. PROMPT PAYMENT CLAUSE

The Board shall pay all properly submitted, undisputed invoices within 45 days of receipt, in accordance with Government Code Chapter 4.5, commencing with Section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed \$76,221.00 for fiscal year 2006/07. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the Board. The funding of this contract may be changed by written amendment to the contract.

**BUDGET WORKSHEET
FY 2006/07**

Exhibit B-1
County of Tulare
VCGC6105

County and Agency: Tulare District Attorney's Office		Contract Number:
Personal Services	Month/Year	Position Classification and Timebase
SALARIES AND WAGES	\$0.00	
Name: SALARIES	\$39,570	PARALEGAL II K 7/1/06-6/30/07)
Name:		
Name:		
Name:		
FRINGE BENEFITS	\$0.00	
Name: RETIREMENT	\$4,545.00	
Name: SOCIAL SECURITY	\$2,600.00	
Name: WORKER'S COMP	\$1,668.00	
Name: CAFETERIA PLAN	\$7,625.00	includes medical, dental, vision, life
OTHER		
Total Personal Services	\$56,008.00	
Operating and Overhead Expenses		Description of Expenses
Rent	\$1,568.00	
Utilities		
Insurance	\$475.00	
Equipment rental		
Equipment repair		
Office Supplies	\$500.00	file cabinet, binders, paper, pens, post-it, files, folders.....
Telephone	\$750.00	Cell phone \$50 x12 mos=\$600 + \$150 purchase
Postage	\$390.00	1000 x \$.39
Expendable Equipment (non-capitalized assets)	\$3,000.00	pc/monitor/software/printer and fax machine
Overhead	\$5,936.00	15%
Training	\$1,668.00	6 nightx\$90=\$540 + per diem \$49x6=\$294 x 2
Data Processing	\$121.00	26 pay per pp adp payroll processing
Travel	\$2,026.00	.405 x2,500 miles= \$1,012.50 x 2
Computer Maintenance	\$3,504.00	
Equipment Maintenance	\$275.00	
Total Operating Expenses	\$20,213.00	
TOTAL EXPENDITURES	\$76,221.00	

* A request for Office Supplies in excess of \$500 per PY requires a justification for the entire amount of expenditures.

**Although equipment is included in the budget, ALL 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. All requests must be submitted on the Equipment Authorization/Justification form. Note: The Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

*, **, and *** In detail, please specify what expenses are included for each of these line items.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. JOB-RELATED TRAVEL:

- a. The Board anticipates that only the primary contract representative (but not supervisors) will travel to Sacramento on three (3) occasions per year during the contract term. All expenses shall be reimbursed in accordance with the allocation reflected in the travel line-item of the contract budget so long as the reimbursement is consistent with Attachment IV.
- b. Prior written authorization must be obtained from the Board to attend training, conferences or to travel for other purposes not directly related to the performance of the agreement. Absent such approval, the Board reserves the option of not reimbursing the expenses.

2. MOVING:

- a. The Board shall not reimburse any costs associated with the relocation of the District Attorney's staff performing under this contract.
- b. The District Attorney shall obtain written authorization from the Board to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be e-mailed or addressed to the Restitution Analyst, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, Ca 95812-1348.

Notification of relocation shall include the new address, including room number and the name, title, address, and phone number of a contact person who is responsible for telephone line and computer/electrical cable installation.

- c. Failure of District Attorney to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The Board will not reimburse the District Attorney's Office for lost production time.

3. REGULATIONS AND GUIDELINES

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

4. UTILIZATION OF NEW COMPUTER SYSTEM

The District Attorney's Office agrees to cooperate with the Board in all phases of the development and implementation of the Board's new automated claims processing system.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

5. EQUIPMENT:

- a. Written request and approval prior to purchase

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

The District Attorney shall submit the request for equipment purchases on the Equipment Purchase Authorization Form (Attachment V) to the attention of the Restitution Analyst, California Victim Compensation and Government Claims Board, P. O. Box 1348, Sacramento, CA 95812-1348.

- b. Purchase of Information Technology Equipment

The Board will provide and/or reimburse, under this contract, costs for information technology equipment deemed necessary and approved by the Board (as defined in the State Administrative Manual Section 4819.2). If the Board purchases equipment for the District Attorney, the Board will ensure that the equipment is operational, configured and delivered to the District Attorney. The Board will provide configuration support only on Board purchased equipment. Configuration support will include restoring altered Board equipment to its original configuration. If the District Attorney's Office purchases equipment, the District Attorney's Office is responsible for its own configuration, installation, and support of its purchases. Both Board and District Attorney equipment purchases will require the purchase of a maintenance service agreement by the District Attorney's Office. The District Attorney's Office is responsible for budgeting dollars through this contract to cover those support and/or maintenance service agreement costs.

All equipment purchased or reimbursed under this contract, regardless of whether the Board or the District Attorney's Office purchased it, shall be the property of the Board and identified with a state identification number.

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

The District Attorney's Office agrees to apply security patches and upgrades, and keep virus software up-to-date on any machine on which Board data may be used.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

6. OPERATING EXPENSES:

- a. The District Attorney's Office may charge expenses to various line-item allocations as part of their operating expenses such as rent, utilities, postage, telephone etc. Such expenses are generally identified as "direct costs". The District Attorney's Office must ensure that expenses that are classified as "direct cost" are not also included in the "indirect cost" or "overhead" category. Indirect costs are those costs that are incurred for a common or joint purpose or a cost that is not readily assignable to a specific operating expenses line-item.
- b. The District Attorney's Office must submit, upon the Board's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges.
- c. The District Attorney's Office must obtain written approval prior to modifications being made to the line items under the operating expense category such as an increase to rent or offsetting savings from one line-item to another. Requests should be directed to Laura Hill, Manager.

7. TERM OF CONTRACT:

The period of performance for the contract will be November 1, 2006 through June 30, 2007.

8. INVENTORY:

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the Board and shall bear identification tags supplied by the Board. The District Attorney's Office shall prepare an inventory listing as of June 30, 2006 and June 30, 2007, on forms provided by the Board. The completed forms shall be submitted to the Business Services Section, P. O. Box 48, Sacramento, CA 95812.

In the event of termination of this agreement, the Board shall take possession of those items. The District Attorney's Office must hold those items identified in the inventory list in storage until the Board retrieves its property. Payment of storage and retrieval shall be the responsibility of the Board.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

9. CONFIDENTIALITY OF RECORDS:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the contractor in order to carry out this agreement, or which become available to the contractor in carrying out this agreement, shall be protected by the contractor from unauthorized use and disclosure through observance of the same or more effective procedural requirements as are applicable to the State. This includes the protection of any extractions of the Board's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the Board (refer to Data Classification and Security Policy Memo 04-01-010, Attachment I).

The Board's Custodian of Records in Sacramento shall be notified when a claimant or other person requests a copy of any document in or pertaining to the claimant's file. The District Attorney shall not disclose any document pursuant to any such request unless authorized to do so by the Board's Custodian of Records, the Executive Officer, or the Legal office.

The Board's Public Information Officer (PIO) in Sacramento is to be immediately notified of any request made under the Public Records Act (Gov. Code 6250, et. seq.) for information received or generated in the performance of this contract. The PIO may be reached at (916) 323-2957 or kbeasleyvcgcb.ca.gov. No record shall be disclosed pursuant to any such request unless authorized by the Board's PIO. If the PIO is unavailable, contact the Legal Office at (916) 327-1998.

The District Attorney shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board. The District Attorney shall complete and submit a signed Confidentiality Statement (Attachment II) to:

Victim Compensation and Government Claims Board
Attn: Bettzan Mar
630 K Street
Sacramento, CA 95814

10. SUBPOENAS

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

The District Attorney's Office shall inform a server of a subpoena that the subpoena must be served on the California Victim Compensation and Government Claims Board at 630 K

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

Subpoenas (continued)

Street, 5th Floor, Sacramento, Ca 95814, Attn: Legal Office. The District Attorney's Office may also contact the Legal Office at 916/327-1998 for further assistance.

11. INCOMPATIBLE ACTIVITIES

The District Attorney's staff assigned to perform services for the Board must not:

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

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

12. RETENTION OF RECORDS

The District Attorney's Office shall retain claim files in their respective file rooms for at least two (2) years after the claim's last activity date or as otherwise required by the Board. The Board shall automatically notify the District Attorney's Office if or when "inactive" files need to be sent to the Board. Further, the District Attorney's Office shall not destroy any files or records without written authorization from the Board.

The District Attorney's Office shall ensure that all staff is informed of the requirements of this provision and of direction given by the Board in the Board Policy Memorandum No. 01-02 (distributed July 26, 2001).

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

13. TERMINATION FOR CONVENIENCE

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

PROCEDURE MEMO

SUBJECT: DATA CLASSIFICATION AND SECURITY	MEMO NUMBER: 04-01-010
	DATE ISSUED: November 4, 2004
REPLACES: ADM: 13:01:92-93	EFFECTIVE DATE: November 4, 2004
REFERENCE: N/A	ISSUING DIVISION: Administration

Purpose

All Victim Compensation and Government Claims Board (Board) employees or any other authorized individual accessing any of the Board's files and databases are responsible for protecting the Board's data from loss, inappropriate disclosure, and unauthorized modification.

Authority

This memorandum lists the Board's databases currently in use, defines the type of data classification associated with each database and identifies responsibilities for each owner of the information, custodian of information, and user of the information.

State Administrative Manual (SAM) Sections 4840 – 4845; Government Code Sections 6250-6270 (Public Records Act).

Applicability

This memo applies to all Board employees or any other authorized individual accessing any of the Board's files and databases. This includes Joint Power Units (JPs)/Criminal Restitution Compacts (CRCs), and contractors.

**Data
Classifications**

The data classification of each Board database listed on page 3 is based on the following definitions:

Confidential - Information held in the strictest of confidence and protected by law. This information is exempt from disclosure under the provisions of the California Public Records Act (Government Code Sections 6250-6270), or other applicable state or federal laws. Personal information may not be disclosed except as authorized by law.

Information regarding an applicant for benefits under the Victim Compensation Program (VCP) is confidential and may be accessed by an employee ONLY IF that information is necessary to the employee's job performance. No information can be disclosed that identifies a victim or even whether the person filed an application. However, the following information can be disclosed as long as it does not identify a victim, derivative victim or applicant: (1) the amount of money paid to a specific provider of services; or (2) summary data concerning the types of crimes for which assistance is provided. **If unsure, err on the side of protecting confidentiality.**

Sensitive - Information maintained by the Board that requires special precautions and is usually restricted within the Board and its employees.

Public – Any information prepared, owned, used, or retained by the Board that has no legal restrictions placed on its disclosure.

**Responsibilities
for Data
Protection**

Each owner, custodian and user of information has responsibilities for data protection. The definition and responsibilities are:

Owners, programs requesting the application design or the owner of the business process being supported, are responsible for:

- Complying with applicable laws and Board security policies;
- Classifying each file or database;
- Monitoring the accuracy and completeness of the data;
- Controlling access to files and databases in accordance with the business need to access the information and determining acceptable risk;
- Ensuring staff and other users of the information know the importance of protecting confidential and sensitive information from unauthorized disclosure; and
- Immediately notifying his/her supervisor, the Information Security Officer (ISO), and the Chief Information Officer (CIO) of any actual or questionable information disclosure.

Custodians, Information Systems Section (ISS) and the Health and Human Services Agency Data Center (HHSDC), provide technical assistance and support services to the data owners. The custodians are responsible for:

- Complying with applicable laws and Board security policies;
- Selecting appropriate security precautions ensuring the accuracy and integrity of the information; and
- Immediately notifying his/her supervisor, the ISO, and the CIO of any actual or questionable information disclosure.

Users, including all employees using information in the Board's automated files and databases, are responsible for:

- Complying with applicable laws and Board security policies;
- Using state information assets only for state purposes;
- Notifying his/her supervisor if unsure about the release of requested information; and
- Immediately notifying his/her supervisor, the ISO, and the CIO of any actual or questionable information disclosure.

Compliance

Failure to observe these guidelines is a misdemeanor and may result in an administrative action.

Questions

Contact your supervisor and/or appropriate JP/CRC representative or contract administrator if you have any questions regarding this procedure memo. Any questionable requests for release of information are to be referred to the Board's Public Information Officer (PIO), Manager of the Public Affairs and Communications Section (PACS), at (916) 323-2957 or fclader@vcgcb.ca.gov.

**VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD
DATABASES**

NOVEMBER 2004

<u>DATABASE</u>	<u>PROGRAM/OWNER</u>	<u>CUSTODIAN</u>	<u>OVERALL CLASSIFICATION</u>
VOX	Victims of Crime (VOC) Program Deputy Executive Officer (DEO), VOC	Health & Human Services Agency Data Center (HHSDC)	Confidential* Review each request for appropriate disclosure.
America Under Attack (AUA)	Executive Office Executive Liaison	Information Systems Section (ISS)	Confidential* Review each request for appropriate disclosure.
GC Applicant Tracking System (GCATS)	Government Claims (GC) DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Charitable Contributions	GC DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Track_It	ISS DEO, Admin	ISS	Sensitive Review each request for appropriate disclosure.
Court Order Debt, California Department of Corrections (CDC)/Franchise Tax Board (FTB)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential* Review each request for appropriate disclosure.
Hearing and Appeals Tracking System (HATS)	Executive Office Hearing and Appeals Unit Managers	ISS	Confidential* Review each request for appropriate disclosure.
Liens and Overpayments Recovery System (LORS)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential* Review each request for appropriate disclosure.
Restitution Tracking System (RTS)	Restitution, Revenue Recovery and Accounting Division (RRAD) DEO, RRAD	ISS	Confidential* Review each request for appropriate disclosure.

***NOTE:** All databases associated with the Victim Compensation Program (VCP) are considered confidential. Information should not be disclosed that identifies a victim. It is important that each request for information be reviewed on a case-by-basis to determine if it is confidential and should not be disclosed or released. Supervisors may contact the Board's PIO, PACS Manager, at (916) 323-2957 or fclader@vcgcb.ca.gov for any questionable request for release of information prior to its release. A more detailed list of each database by table is maintained in ISS. Contact the Chief Information Officer or designee for assistance.

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

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

Personnel Services - Salaries and Wages

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

Fringe Benefits

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

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

Operating Expenses

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

The following subcategories have special requirements as noted below.

Rent

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

Office Supplies

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

Expendable Equipment (Non-capitalized assets)

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

Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase**. All requests must be submitted on the **Equipment Purchase Justification/Authorization Request** form. Further, the Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

Travel

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

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

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

Equipment (Capitalized Assets)

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

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

Miscellaneous Expenses

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



STATE OF CALIFORNIA
ARNOLD SCHWARZENEGGER, Governor

ROSARIO MARIN
Secretary
State and Consumer Services Agency
Chairperson
STEVE WESTLY
State Controller
Board Member
MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member
KAREN McGAGIN
Executive Officer

Memorandum

CONFIDENTIALITY STATEMENT

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

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

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

ACKNOWLEDGEMENT

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

Signature

Date

Name (Print)

Affiliation (County/Vendor)

Carol B. Turner

9-11-06

CAROL B. TURNER

Tulare County

INVOICE WORKSHEET

ATTACHMENT III

County and Agency:		Contract Number:	
Personal Services	Month/Year _____	Position Classification and Timebase	
SALARIES AND WAGES			
Name:			
Name:			
Name:			
Name:			
FRINGE BENEFITS			
Name:			
Name:			
Name:			
Name:			
OTHER			
Total Personal Services			
Operating and Overhead Expenses		Description of Expenses	
Rent			
Utilities			
Insurance			
Equipment rental			
Equipment repair			
Office Supplies			
Telephone			
Postage			
Expendable Equipment (non-capitalized assets)			
Overhead			
Training			
Data Processing			
Other			
Travel			
Equipment (capitlized assets)			
Total Operating Expenses			
TOTAL EXPENDITURES			
I certify that this is a true billing of expenditures.			
ACCOUNTING OFFICER SIGNATURE		DATE	
NAME AND TITLE		TELEPHONE NUMBER	
ADDRESS PAYMENTS TO BE SENT TO:			

INSTRUCTIONS FOR COMPLETING MONTHLY INVOICES

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

Personnel Services - Salaries and Wages

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

Fringe Benefits

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

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

Operating Expenses

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

The following subcategories have special requirements as noted below.

Rent

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

Office Supplies

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

Expendable Equipment (Non-capitalized assets)

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

Note

Although equipment is included in the budget, **ALL** equipment for which the county requests reimbursement from the Board must be requested in writing by the county and approved in writing by the Board **prior to purchase**. All requests must be submitted on the **Equipment Purchase Justification/Authorization Request** form. Further, the Board reserves the option of not reimbursing for equipment that is not requested and approved in writing prior to purchase.

Overhead/Indirect Costs

Overhead costs are indirect costs which cannot be charged to a direct cost category because they are not readily itemized or assignable to a particular program. Overhead costs are costs necessary to the operations specified in the agreement. The costs of centralized County services such as personnel or accounting services are examples of indirect costs. For further information, please refer to Exhibit D.6.

Travel

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

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

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

Equipment (Capitalized Assets)

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

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

Miscellaneous Expenses

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

APPROVED TRAVEL REIMBURSEMENT RATES

Mileage

The state mileage rate is a maximum of \$0.34 per mile. Mileage covers gasoline, the cost of maintenance (oil, lube, routine maintenance), insurance (liability, damage, comprehensive and collision coverage), licensing and registration, depreciation, and all other costs associated with operation of the vehicle. The Contractor who plans to use cars from a state, county, city or district car pool or garage may invoice either the mileage rate established by the loaning agency or the state mileage rate, not to exceed the state mileage rate.

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.

<u>Total</u>	<u>\$40.00</u>
--------------	----------------

Lodging

Statewide up to \$84.00 with receipt, except as follows:

Los Angeles and San Diego counties – up to \$110.00 + tax (with receipt)
 Alameda, San Francisco,
 San Mateo and Santa Clara - up to \$140.00 + tax (with receipt)

Other

Parking, taxi, airport shuttle, etc., which exceeds \$10.00 must be supported by receipt.

EQUIPMENT PURCHASE JUSTIFICATION/AUTHORIZATION REQUEST

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

Attach additional sheets or documents as needed.

County: TULARE COUNTY **Fiscal Year of Contract:** November 1, 2006-June 30, 2007

Make of Equipment: Lenovo Think Center Dell Model No: M52 8215 1704 FPT

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

Cost for- Equipment: \$990 & \$250 **Software:** \$732.00

TOTAL COST (please include taxes and delivery charges): \$ \$2,100.00

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

County standard PC - Pentium 4 661 3.6 GHZ

CD Writer 1 DVC Combo - Dell Flat Screen

MS Office Pro & Attachmate X-treme Client

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

Equipment for new staff position - Restitution Specialist.

COUNTY CONTACT

Name: Carol Turner **Phone No:** (559) 733-6411

E-Mail Address: cturner@co.tulare.ca.us

For Victim Compensation Program Staff Use Only:

BOS/ISS Comments:

☐ Approved as submitted ☐ Denied

☐ Approved with changes (noted above)

Signed: _____

Date: _____

Restitution Recovery Staff or Joint Powers Analyst Staff Comments:

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

☐ **Denied**

Signed: _____

Date: _____

BOS- Issuing of Asset Tag Stickers

☐ Asset Tags Sent

DATE: _____

☐ Schedule of Equipment

☐ Sent

Date: _____

☐ Received

Date: _____

Signed: _____