STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

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

July 21, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 JULY 21, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY TO ENTER INTO A TWO-YEAR AGREEMENT WITH THE STATE OF CALIFORNIA VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD TO ADMINISTER THE VICTIMS OF CRIME REVOLVING FUND FOR THE CLAIMS VERIFICATION PROGRAM FOR FISCAL YEARS 2009-10 AND 2010-2011 ALL DISTRICTS (3 VOTES)

SUBJECT

The District Attorney is requesting authority to enter into an agreement with the Victim Compensation and Government Claims Board (VCGCB) and continue the administration of the revolving fund for the Victims of Crime Program (formerly Funeral/Burial and Domestic Violence Program) of the Claims Verification Program for the period of July 1, 2009 through June 30, 2011. This program pays for costs including the funeral/burial expenses for families of victims of crime, and relocation costs for victims of domestic violence and/or sexual assault on behalf of the State.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached Resolution authorizing the Los Angeles County District Attorney to enter into an agreement with VCGCB to continue the administration of the revolving fund for the Victims of Crime Program during the period of July 1, 2009 to June 30, 2011. Under this Agreement, the County will pay funeral/burial expenses for families of victims of crime and pay relocation costs for victims of domestic violence and or/sexual assault on behalf of the State.

2. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the VCGCB Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the VCGCB Agreement is to allow the District Attorney's Office (DA) to provide assistance to victims of crime, by eliminating the need to wait for reimbursement from VCGCB, and by facilitating the payment of emergency relocation costs of victims of domestic violence and/or sexual assault. The VCGCB not only expedites reimbursement to crime victims but also enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities.

The VCGCB Agreement requires Board adoption of the enclosed Resolution to accept funding. This has been approved as to form by County Counsel.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

A revolving fund of $200,000 is continuously replenished by the VCGCB as costs are incurred for the Victims of Crime Program. Funding has been included in the DA's Adopted budget for FY 2009-10. There is no Net County Cost associated with this Agreement.

In light of the State budget situation, if funding for this program were to be terminated, the $200,000 revolving fund advance would be returned to the State of California. The reimbursement to, or on behalf of, victims of crime would therefore be discontinued.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Penal Code Section 13835.2, the Los Angeles County Board of Supervisors designated the DA as the major provider of comprehensive services to victims and witnesses of crime for the County. The District Attorney's Claims Verification Unit has verified and submitted claims to the State for un-reimbursed financial losses, incurred by victims of crime, for the past twenty (20) years.

Funeral/burial and domestic violence payments made to victims and families were $2,806,114 for FY 2006-07, and $2,945,586 for FY 2007-08.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

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

CONCLUSION:

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

Respectfully submitted,

S. L. Cooley

STEVE COOLEY
District Attorney

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Enclosures

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

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

Department:	**District Attorney**

Grant Project Title and Description: REVOLVING FUND- VICTIMS OF CRIME

The CVP has been the major provider of comprehensive services to victims of crime for the County by processing compensation claims filed by victims and paying verified funeral/burial claims and domestic violence relocation expenses in behalf of the State. This arrangement expedites reimbursement to crime victims, enables the County to receive timely payment for hospital and other services rendered to victims treated at County facilities, assist victims of crime by eliminating the need to postpone funerals when a provider of funeral/burial services is unwilling to wait for reimbursement from the State, and facilitates the payment of emergency relocation costs of victims of domestic violence.

Funding Agency	**Program (Fed. Grant # /State Bill or Code #)**	**Grant Acceptance Deadline**
Victim Compensation and Government Claims Board (VCGCB)	Penal Code Section 13835.2,	**N/A**

Total Amount of Grant Funding: Revolving Fund		**County Match:**
Grant Period:	**Begin Date:** July 1, 2009	**End Date:** June 30, 2011
Number of Personnel Hired Under This Grant:	**Full Time:** 34.5	**Part Time** _____

Obligations Imposed on the County When the Grant Expires

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

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

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

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

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

b) Identify other revenue sources Yes _____ No X

(Describe)_____

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

Impact of additional personnel on existing space:
None.

Department Head Signature S. L. [signature] **Date** 7/06/09

BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

RESOLUTION

Accept Victims of Crime (formerly Funeral/Burial and Domestic Violence) Revolving Fund Agreement with the State of California Victim Compensation and Government Claims Board

Pursuant to California Penal Code Section 13835 et seq

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

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

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

WHEREAS, the VCGCB has been authorized to reimburse verified funeral/burial claims and domestic violence relocation expenses; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires continued participation in programs for the verification of victim claims and payment of funeral/burial and domestic violence relocation expenses within its program area, for the two-year period commencing July 1, 2009 and ending June 30, 2011, and has the capability of providing such services through the DA's Claims Verification Unit; and

WHEREAS, the VCGCB has allocated funds for County fiscal years 2009-10 and 2010-11 for the DA's Claims Verification Unit for these specific tasks;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles, hereby authorizes the DA to enter into an Agreement for a period of twenty-four months commencing July 1, 2009 and ending June 30, 2011 with VCGCB for the above-referenced programs;

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

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

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I DO HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of the County of Los Angeles on the 21ST day of JULY, 2009, the foregoing Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Board of Supervisors of the County of Los Angeles this 21ST day of JULY, 2009.

County of Los Angeles

By _____
Chair, Board of Supervisors

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

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL:

ROBERT KALUNIAN

By _____
Jennifer Lehman
Principal Deputy County Counsel

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

AGREEMENT NUMBER
VCGC9097
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 LOS ANGELES

2. The term of this Agreement is: JULY 1, 2009 through JUNE 30, 2011

3. The maximum amount of this Agreement is: **REVOLVING FUND**

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 2-4
Exhibit B – Budget Detail and Payment Provisions	Page 5
Exhibit C* – General Terms and Conditions (GTC307)	Page 6
Exhibit D – Special Terms and Conditions	Pages 7-10
Attachment I – VCGCB Information Security Policy 06-00-003	Pages 1-5
Attachment II – Confidentiality Statement	Pages 1
Attachment III – Revolving Fund Payment Guidelines	Pages 1-2
Attachment IV – Revolving Fund Disbursement Log	Pages 1
Attachment V – Overpayment Checklist	Pages 1
Attachment VI – Imaged Document Confidential Destruct Policy-Scan Facility Memo 09-001	Pages 1-2

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

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
COUNTY OF LOS ANGELES

BY *(Authorized Signature)*: S. L. C
DATE SIGNED *(Do not type)*: 6/25/09

PRINTED NAME AND TITLE OF PERSON SIGNING
STEVE COOLEY, District Attorney

ADDRESS
210 West Temple Street, Suite 18-709
Los Angeles, CA 90012

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
JULIE NAUMAN, EXECUTIVE OFFICER

ADDRESS
400 "R" STREET, SUITE 500, SACRAMENTO, CA 95811

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. This agreement is entered into by the Victim Compensation and Government Claims Board (VCGCB), and agent of the State of California, and the County of Los Angeles (Contractor). The purpose of this agreement is to establish a process by which the Contractor may pay expenses on an emergency basis when the claimant would suffer substantial hardship if the payment was not made and when they payment would help the claimant with an immediate need.

    a. Contractor shall pay emergency expenses pursuant to Government Code Section 13952.5(c) (3) in the categories listed below, according to the Revolving Fund Payment Guidelines (Attachment III to this contract).
    b. The Contractor shall pay emergency expenses using its revolving fund for the county of Los Angeles. For a detailed description of revolving fund payment guidelines, please refer to Attachment III.

        i. Payment of verified funeral/burial expenses;
        ii. Payment of verified relocation expenses for victims of domestic violence and/or sexual assault.
        iii. Payment of verified crime scene clean-up expenses; and
        iv. Payments of other verified emergency losses with the approval of the County Liaison and Support Section Manager, the Assistant Deputy Executive Officer of the Victim Compensation Program, or the Deputy Executive Officer of the Victim Compensation Program.

    c. The Contractor shall also ensure that staff who authorize emergency payments are different from staff who issue the emergency payments, as required by Government Code Section 13400 known as the Financial Integrity and State Manager's Accountability Act of 1982 (FISMA).

        The Contractor shall ensure that the staff persons assigned to functions under this contract do not participate in criminal investigations or prosecution. The Contractor shall ensure that the staff persons assigned to functions under this contract do not collect restitution or serve as a restitution specialist.

        In addition, the Contractor shall obtain VCGCB's prior written permission if staff persons assigned to functions under this contract will perform any other county function.

    d. The Contractor shall establish and enforce procedures to insure that funds paid under this agreement are released only to the person authorized by the claimant to receive the funds or to the provider of services or commodities paid for under this agreement.

    e. The VCGCB shall report all reimbursements made to the Contractor for expenses under this agreement to the Internal Revenue Service (IRS).

    f. The Contractor shall exercise internal control over the issuance of funds and requests for reimbursement of funds to replenish the accounts.

EXHIBIT A

SCOPE OF WORK

g. If an overpayment is identified as a result of the Contractor's failure to follow the terms established in this agreement, the amount of this agreement will be reduced by the amount of the overpayment. The Contractor agrees that it shall not file a deficiency claim under SAM section 8072, or any provision, for reimbursement from the VCGCB for any deductions under this provision. The Contractor may collect the amount of an overpayment from the overpaid party if the overpayment resulted from the Contractor's failure to follow the terms of this agreement.

h. The Contractor shall use all forms and processes required by the VCGCB. For a detailed description of Revolving Fund Payment Guidelines, refer to Attachment III of this contract.

i. The Contractor shall only use information collected under this contract for the purpose of verifying and adjudicating claims.

j. The Contractor will use CaRES (Compensation and Restitution System), the VCGCB automated claims management system to perform the work under this contract. The Contractor shall ensure that all Contractor staff persons performing duties under this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of the CaRES system.

2. The term of this agreement shall be July 1, 2009 through June 30, 2011.

3. The services shall be performed at:

County of Los Angeles
Victim Witness Center
3204 North Rosemead Blvd., Suite 200
El Monte, California, 91731

4. The services shall be provided during regular business hours, Monday through Friday, except holidays. At the beginning of each fiscal year the Contractor shall provide a list of scheduled holidays for the coming year. The Contractor shall obtain approval from the CLASS manager in advance for any temporary changes in schedule or operating hours.

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

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

EXHIBIT A

SCOPE OF WORK

Direct all inquiries to:

State Agency: Victim Compensation and Government Claims Board	Contractor: County of Los Angeles District Attorney's Office
Section/Unit: Business Services Section	Section/Unit: Claims Verification Unit
Attention: Robin Gustafson	Attention: Donna Wills
Address: 400 "R" Street, Suite 400 Sacramento, CA 95811	Address: 3204 Rosemead Blvd., Ste. 200 El Monte, CA 91731
Phone: (916) 491-6470	Phone: (626) 927-2525
Fax: (916) 491-6401	Fax: (626) 569-9541

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. REVOLVING FUND

The VCGCB advanced the Contractor $200,000.00 ($100,000.00 in fiscal year 1999/2000, and $100,000.00 in fiscal year 2000/01), as authorized by Government Code Section 6504, to pay qualifying claims (Exhibit A.1b). The Contractor shall exercise appropriate internal records over the issuance of funds and requests for reimbursement of funds to replenish the account.

The Contractor shall use the revolving funds to assist applicants who have immediate need for payment of an expense, where the applicant would suffer a substantial financial hardship without such emergency payment. The Contractor shall receive and verify applications and requests for reimbursement according to the procedures established by the VCGCB for emergency awards. Upon verification, the Contractor shall issue payments from the revolving fund for allowed emergency expenses. The Contractor shall then use the VCGCB claims management system to issue a payment to replenish the revolving fund, according to the guidelines set out in the Revolving Fund Payment Guidelines (Attachment III to this contract) and any other subsequent procedures required by the VCGCB.

The Contractor shall submit a written accounting of the disbursements from the Contractor's revolving fund account on the JP County Revolving Fund Disbursement Log (Attachment IV to this contract) to the VCGCB Accounting Manager with a copy to the County Liaison and Support Section by the tenth (10^{th}) day of each month.

2. BUDGET CONTINGENCY CLAUSE

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

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

3. PROMPT PAYMENT CLAUSE

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

GTC 307

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: 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, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement 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. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: 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, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. INCOMPATABLE ACTIVITIES

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

a. Participate in a criminal investigation or prosecution.

b. Engage in any conduct that is clearly inconsistent, incompatible, or in conflict with his or her assigned duties under the contract, including but not limited to: providing services that could be compensated under the VCP program.

c. Use information obtained while doing work under the contract for personal gain or the advantage of another person.

d. Provide confidential information to anyone not authorized to receive the information.

e. Provide or use the names of persons or records of the VCGCB for a mailing list which has not been authorized by the VCGCB.

f. Represent himself or himself as a VCGCB employee.

g. Take any action with regard to a Victim Compensation Claim, or restitution matter with the intent to obtain private gain or advantage.

h. Involve himself or herself in the handling of any claim or restitution matter when he or she has a relationship (business or personal) with a claimant or other interested party; or

i. Knowingly initiate any contact with a claimant, person for whom restitution may be sought, or person against whom restitution may be collected, unless the contacts is for the purposes of carrying out the services under the contract and is done in an appropriate manner.

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

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

2. PERFORMANCE ASSESSMENT

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

a. The VCGCB shall monitor performance under the contract and periodically report performance to the Contractor.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

b. The VCGCB reserves the right to revoke the access code of any Contractor's staff whose performance is consistently poor or below average based on the performance criteria used by the VCGCB. Any Contractor's staff whose access code has been revoked shall no longer be authorized to process claims. The VCGCB may subsequently agree to allow any such employee to work under this agreement.

3. PROGRAM EVALUATION AND MONITORING

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

4. RETURN OF REVOLVING FUNDS

The VCGCB reserves the right to request, upon thirty (30) days written notification, the return of all Revolving Fund monies to be deposited into the VCGCB Restitution Fund.

5. 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 VCGCB's confidential data for another purpose. Personally identifiable information shall be held in the strictest confidence, and shall not be disclosed except as required by law or specifically authorized by the VCGCB (refer to VCGCB Information Security Policy Memo 06-00-003, Attachment I to this contract).

The VCGCB's Custodian of Records in Sacramento shall be notified when an applicant or applicant's representative requests a copy of any document in or pertaining to the claimant's file. The Contractor shall not disclose any document pursuant to any such request unless authorized to do so by the Executive Officer, Chief Deputy Executive Officer, Deputy Executive Officer, or the Legal Office.

The VCGCB's 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. No record shall be disclosed pursuant to any such request unless authorized by the VCGCB's PIO.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

The Contractor shall ensure that all staff is informed of and complies with the requirements of this provision and any direction given by the VCGCB. The Contractor shall complete and submit a signed Confidentiality Statement (Attachment II to this contract) to:

Victim Compensation and Government Claims Board
Attn: Robin Gustafson, Contracts Analyst
Business Services Section
400 "R" Street, Suite 400
Sacramento, CA 95811

The Contractor shall be responsible for any unauthorized disclosure by Contractor staff persons performing duties under this contract and shall indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, losses, damages, penalties, fines, and attorney fees resulting from the unauthorized disclosure of VCGCB records by such staff persons.

6. SUBPOENAS

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

The Contractor shall inform a server of a subpoena that the subpoena shall be personally served on the California Victim Compensation and Government Claims Board at 400 R Street, 5th Floor, Sacramento, CA, 95811, Attn: Legal Office. The Contractor may also contact the Legal Office at 916-491-3605 for further assistance.

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

7. RETENTION OF RECORDS

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

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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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

8. TERMINATION FOR CONVENIENCE

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

9. REGULATIONS AND GUIDELINES

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

CCC-307

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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
County of Los Angeles, District Attorney's Office	*95-6000927*
By (Authorized Signature) S.L. Cooley	
Printed Name and Title of Person Signing *Steve Cooley, District Attorney*	
Date Executed 6/25/09	*Executed in the County of* *Los Angeles*

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 lessor 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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

CALIFORNIA
VCGCB
Victim Compensation & Government Claims Board

STATE OF CALIFORNIA
ARNOLD SCHWARZENEGGER, Governor

FRED AGUIAR
Secretary
State and Consumer Services Agency
Chairperson

JOHN CHIANG
State Controller
Board Member

MICHAEL A. RAMOS
San Bernardino County District Attorney
Board Member

JULIE NAUMAN
Executive Officer

CONFIDENTIALITY STATEMENT

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

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

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

ACKNOWLEDGEMENT

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

S. L. Cooley — Signature

6/25/09 — Date

Steve Cooley — Name (Print)

County of Los Angeles
District Attorney's Office — Affiliation (County/Vendor)