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

39 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 ACCEPT FUNDING FROM THE STATE OF CALIFORNIA, VICTIM COMPENSATION AND GOVERNMENT CLAIMS BOARD (VCGCB) FOR THE CRIMINAL RESTITUTION COMPACT (CRC) FOR FISCAL YEAR 2009-10 ALL DISTRICTS (3 VOTES)

SUBJECT

The District Attorney is requesting approval to enter into an agreement with the State of California, Victim Compensation and Government Claims Board (VCGCB) and to accept the Criminal Restitution Compact (CRC) funding in the amount not to exceed $339,569 for the period of July 1, 2009 through June 30, 2010. This program provides services to ensure appropriate restitution fines and orders are in place for all offenders at the time of sentencing in criminal court, and helps crime victims determine their unreimbursed losses for court orders of direct restitution to the victim.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the attached Resolution authorizing the District Attorney's Office (DA), on behalf of the County of Los Angeles, to enter into an Agreement with the State of California, VCGCB and to accept the funding for the CRC in the amount of $339,569 for the period of July 1, 2009 to June 30, 2010.

2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the CRC, and to sign and approve revisions that do not increase the Net County Cost of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement (copy attached) allows the DA to attempt to ensure appropriate restitution fines and orders are in place for all offenders at the time of sentencing in criminal court in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. The DA also helps crime victims to determine their unreimbursed losses for court orders of direct restitution to the victim. VCGCB has allocated funding to the DA for the past eleven years for this program.

As part of the Agreement, the State requires adoption of the enclosed Resolution, which 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

The total funding awarded for this Agreement is $339,569 for FY 2009-10. Funding of $275,000 for this program is included in the District Attorney's 2009-10 Adopted budget. The difference of $64,569 will be requested in the FY 2009-10 Supplemental Budget Resolution. Program costs are estimated to exceed the funding amount by $18,460 and the DA will absorb within existing resources.

In light of the State budget situation, if funding for this Program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DA has continually worked to ensure that restitution fines and orders are properly administered. The DA's CRC staff assisted prosecutors during the FY 2007-08 to obtain restitution orders payable to the State of California, VCGCB totaling $2,825,859.

Budgeted program staff, consisting of 3.0 Paralegals and 2.0 Intermediate Typist Clerks, work with the County criminal justice system to attempt to ensure that a restitution order is imposed in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. This includes monitoring claims associated with restitution orders and conducting training and outreach regarding restitution to agencies in the County. Additionally, the Paralegals serve as a County resource on restitution issues, statutes, and case law, and may assist victims in obtaining restitution orders for losses incurred as a direct result of a crime.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Following Board approval, the Executive Officer-Clerk of the Board is requested to return two (2) copies of the adopted Board letter and two (2) copies of the approved Resolution to 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 (213) 202-7683 or via email at mtanalega@da.lacounty.gov.

Respectfully submitted,

S.L.C.

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: CRIMINAL RESTITUTION COMPACT (CRC)

The CRC has continually provided services to ensure that restitution fines and orders are properly administered. The District Attorney's CRC staff assisted prosecutors during the FY 2007-08 to obtain restitution orders payable to the State of California, VCGCB totaling $2,825,859. Budgeted program staff work with the County criminal justice system to ensure that a restitution order is imposed in all appropriate cases in accordance with applicable statutes and specifications of the Agreement. This includes monitoring claims associated with restitution orders and conducting training and outreach regarding restitution to agencies in the County. Additionally, the Paralegals serve as a County resource on restitution issues, statutes, and case law, and may assist victims in obtaining restitution orders for losses incurred as a direct result of a crime.

Funding Agency	Program (Fed. Grant # /State Bill or Code #)	Grant Acceptance Deadline
Victim Compensation and Government Claims Board (VCGCB)	Government Code Section 26500.5	N/A

Total Amount of Grant Funding: $339,569 **County Match:** $18,460

Grant Period: **Begin Date:** July 1, 2009 **End Date:** June 30, 2010

Number of Personnel Hired Under This Grant: **Full Time:** 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. C[illegible] **Date** 7/06/09

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
RESOLUTION

Accept Criminal Restitution Compact
Agreement with the State of California,
Victim Compensation and Government Claims Board

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 is authorized, pursuant to Government Code Section 26500.5, to participate in any project or program to improve the administration of justice; and

WHEREAS, the Victim Compensation and Government Claims Board has been authorized to contract with local Victim-Witness Centers to ensure restitution fines and orders are properly administered; and

WHEREAS, the County of Los Angeles, acting through its Board of Supervisors, desires to participate in such a program entitled the Criminal Restitution Compact for FY 2009-10 commencing July 1, 2009 and ending June 30, 2010, and has the capability of providing such services through its center; and

WHEREAS, the Victim Compensation and Government Claims Board has allocated funds for County Fiscal Year 2009-10 for the Los Angeles County District Attorney's Criminal Restitution Compact Program to fund five positions, namely three Paralegals and two Intermediate Typist Clerks that will ensure restitution fines and orders are properly administered in accordance with applicable statutes;

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Los Angeles approves the submission for and acceptance of continued funding for a period of twelve months commencing July 1, 2009 and ending June 30, 2010, upon approval of both the State and County, by the State

of California, Victim Compensation and Government Claims Board for the above-referenced program;

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

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 and to execute on behalf of Los Angeles County the Agreement, 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;

IT IS AGREED that liability arising out of the performance of the Criminal Restitution Compact Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. It is recognized that the State of California, Victim Compensation and Government Claims Board disclaims any responsibility for any such liability;

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I DO HEREBY CERTIFY that at a regular meeting on 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
VCGC9068
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, DISTRICT ATTORNEY'S OFFICE

2. The term of this Agreement is: JULY 1, 2009 through JUNE 30, 2010

3. The maximum amount of this Agreement is: **$339,569.00**
Three hundred thirty nine thousand, five hundred sixty nine 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-307)	Page 9
Exhibit D – Special Terms and Conditions	Pages 10-15
Attachment I – VCGCB Information Security Policy 06-00-003	Pages 1-5
Attachment II – Confidentiality Statement	Page 1
Attachment III – Sample Invoice and Invoicing Instructions	Page 1-3
Attachment IV - Approved Travel Reimbursement Rates	Page 1-5
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

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

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, SACRAMENTO, CA 95811

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

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

1. SCOPE OF WORK

The VCGCB and the District Attorney agrees that:

a. The Criminal Restitution Compact Restitution Specialist (hereinafter, "Specialist") shall assist the prosecuting attorney to ensure the imposition of the following :

   i. Restitution orders in all appropriate cases involving a victim who has filed a claim with the VCGCB;
   ii. Restitution fines on all convicted offenders;
   iii. Parole revocation restitution fines in all cases in which the offender who receives parole;
   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 VCGCB and the county collection entity(ies) to discuss ways of increasing collections of restitution orders and fines.

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 VCGCB's 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 VCGCB 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. The District Attorney shall obtain written authorization prior to filling vacant or new positions, or prior to changing the time base of existing positions even though funding was previously requested and made part of the budget. Approval for filling the vacant or new positions will be based upon the VCGCB's review of the workload and upon availability of funds.

EXHIBIT A

SCOPE OF WORK

h. The District Attorney shall notify the VCGCB 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 (3) weeks.

i. When the Specialist is on leave, including vacation, sick or annual leave, the VCGCB 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 VCGCB's request, documentation verifying accrual leave under the agreement.

j. The Specialist may not work overtime without prior written authorization from the VCGCB. The VCGCB reserves the option of not reimbursing overtime that is not first requested and approved in writing.

k. The Specialist shall assist VCGCB in probate related matters within their county. The Specialist shall notify the VCGCB Lien Section if they discover that the victim has filed a civil suit, vehicle insurance claim, or any other similar action as a direct result of the incident that led them to file an application for VCGCB benefits.

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 VCGCB's claims processing system, and provide this information to the prosecuting attorney. (see Exhibit D)

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 revocation restitution fine; a restitution order for an amount equal to that which the VCP has paid on the associated claim(s); a restitution order for 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 assistance granted by the VCP, if any, pursuant to paragraph "m" above or the Specialist shall also provide the probation department with the same information and request that the probation department include the information in its PSI.

EXHIBIT A

SCOPE OF WORK

p. The Specialist shall provide the VCGCB with information concerning the final disposition of juvenile and adult criminal cases associated with claims filed with the VCP within thirty (30) calendar days of the judge imposing the restitution order and fine.

q. After sentencing has occurred the Specialist is required to ensure that the restitution order/fine is collected by the appropriate collection agency in the county.

r. CRC Specialist Monthly Status Reports must be completed and submitted within 15 days after the end of the month and sent to VCGCB.

s. The Specialist shall monitor, in the VCGCB's computer system (CDTS & CARES), VCP claims associated with restitution orders imposed for an amount "to be determined" (TBD). The Specialist shall monitor TBD restitution orders every six months from the date of sentencing. When payments on a claim reach $500, the Specialist shall notify the prosecuting attorney, District Attorney, probation department, and/or other appropriate District Attorney staff that the TBD restitution order needs to be amended / modified. The Specialist shall provide a copy of the notification to the VCGCB. In all cases, one year before the offender is terminated from parole or probation, the Specialist shall seek a modification of the TBD restitution order to reflect the current payout. The VCGCB shall assist the Specialist and other appropriate District Attorney staff in preparing to take cases back to court for modification. The VCGCB shall provide expense breakdowns and redacted bills to substantiate any restitution orders requested. The VCGCB will measure the performance of this provision quarterly by analyzing the number of TBD restitution orders amended, in relation to the number of convicted offenders whose victims have received benefits from the VCGCB. The Specialists will enter all information into the VCGCB CDTS system.

t. The VCGCB shall provide a custodian of records to be available for testifying at restitution hearings.

u. The VCGCB and the Specialist shall each conduct training and outreach regarding restitution and collection to agencies in the District Attorney's county. This includes initial and ongoing restitution-related training for the Specialist.

v. Representative of the VCGCB and the District Attorney's Office 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.

w. The Specialist shall serve as a county resource on restitution issues, statutes, and case law. To this end, the Specialist shall assist victims in obtaining restitution whether or not they have filed claims with the VCP. The Specialist shall 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.

EXHIBIT A

SCOPE OF WORK

x. The Specialist shall provide monthly timesheets and monthly activity reports in a format provided by the VCGCB. Timesheets are due on the 15th of every month. Monthly reports are due on the 15th of the month after the end of each month. These documents are subject to revision by the VCGCB at any time.

y. The Specialist must spend a minimum of 75% of his or her time performing the work described in Exhibit A – 1a through 1x, excluding 1t, and directly related to the imposition and collection of restitution orders. The other 25% of the Specialist's time shall be dedicated to activities described in Exhibit A – 1x, and all those activities related to restitution fines described in Exhibit A 1a-1x. The Specialist shall document his or her activities by using regular time and attendance records approved by the VCGCB. These records shall be forwarded to the VCGCB on a monthly basis as attachments to the monthly invoices, as well as in electronic format. This documentation is necessary for the VCGCB to be reimbursed for restitution activities from the administrative cost portion of the VCGCB's federal VOCA grant. Failure to keep and maintain the records required by this section may result in the District Attorney's Office not being compensated under this contract for those activities.

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

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: County of Los Angeles District Attorney's Office
Name: Pat Valencia-Carlson Deputy Executive Officer	Name: Darlene Trapp
Phone: (916) 491-3505	Phone: (213) 580-3228
Fax: (916) 491-6420	Fax: (213) 202-5952

Direct all inquiries to:

Requesting Agency: Victim Compensation and Government Claims Board	Providing Agency: County of Los Angeles District Attorney's Office
Section/Unit: Fiscal Services Division	Section/Unit: Asset Recovery Program/ Forfeiture
Attention: Lynnette Freitag, Budget Manager	Attention: Darlene Trapp
Address: 400 "R" Street, 5th Floor Sacramento, CA 95811	Address: 201 N. Figueroa St., 15th floor Los Angeles, CA 90012
Phone: (916) 491-3709	Phone: (213) 580-3228
Fax: (916) 491-6447	Fax: (213) 202-5952

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

1. INVOICING AND PAYMENT

   a. For services satisfactorily rendered, and upon receipt and approval of the invoices, the VCGCB agrees to compensate the District Attorney's Office for actual expenditures permitted by the terms of this agreement, and as reflected in the attached budget.
   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: Fiscal Services Division/Accounting Section
      400 "R" Street, Suite 500
      Sacramento, CA 95811

   c. All contract line item allocations and expenditures are subject to the review and approval of VCGCB.
   d. The District Attorney's Office shall submit a final year-end closeout invoice within forty-five (45) calendar days after June 30, 2010 for fiscal year 2009/10. The final reimbursement to the District Attorneys' Office shall be contingent upon the receipt and approval of the closeout invoice by the VCGCB.

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 VCGCB 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 VCGCB shall have the option to either cancel this agreement with no liability occurring to the VCGCB, or offer an amendment to the agreement to the District Attorney's Office to reflect the reduced amount.
   c. The District Attorney's Office shall be paid by the VCGCB from the Restitution Fund. Any payments shall be contingent upon the availability of funds in the Restitution Fund. Any funds paid shall not be a charge upon any federal monies or state General Fund monies. Funds provided under this agreement are not to be used for other activities and shall not be used to supplant those activities currently provided by county funds, or grants administered by the Criminal Justice Programs Division, Office of Emergency Services.
   d. The VCGCB reserves the right to disencumber contract monies at anytime during the contractual relationship for reasons substantiated by the VCGCB. Notification will be provided to the county before any action is taken.

EXHIBIT B

BUDGET DETAIL AND PROVISIONS

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 Code commencing with Section 927.

4. COST LIMITATION

The total amount of this agreement shall not exceed $339,569.00 for fiscal year 2009/10. Funding shall be contingent upon availability of funds and shall be at the sole discretion of the VCGCB. The funding of this contract may be changed by written amendment to the contract.

5. REDUCTION OF CONTRACT AMOUNT

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

BUDGET WORKSHEET

FY 2009/10
(Standard Agreement)

Exhibit B-1
County of
Agreement Number VCGC9068

County and Agency: LOS ANGELES COUNTY DISTRICT ATTORNEY			
Personnel Expenses	**2009-2010 BUDGET**	**Salary / Hourly Rate Range**	**Timebase**
SALARIES AND WAGES			
Name: KRYSTINA DAILEY	$160,347	$5,139.64 less salary savings/$29.83	$4,610.82/$4,868
Name: DANIEL GARCIA		$5,139.64 less salary savings/$29.83	$3,714.91/$$3,919.73
Name: NORMAN ROSEN		$5,139.64 less salary savings/$29.83	$4,367.09/$4,610.82
Name: LANODRA MYRICK			
Name: ARYANTS, ASTKHINE	$64,772	$3,110.09 less salary savings/$18.05	$2,445/$2,579.45
Name: VERONICA POLANCO		$3,110.09 less salary savings/$18.05	$2,871/$2,948
FRINGE BENEFITS		**PERCENTAGE OF SALARY / DESCRIPTION**	
Name: KRYSTINA DAILEY	$108,397	100% - Paralegal	
Name: DANIEL GARCIA		100% - Paralegal	
Name: NORMAN ROSEN		100% - Paralegal	
Name: LANODRA MYRICK			
Name: ARYANTS, ASTKHINE		100% - Intermediate Typist Clerk	
Name: VERONICA POLANCO		100% - Intermediate Typist Clerk	
		***Employee Benefits rate at 48.151%	
TOTAL PERSONNEL EXPENSES	**$333,517**		
Operating and Overhead Expenses		**DESCRIPTION OF EXPENSES**	
Rent			
Utilities			
Postage			
Data Processing (SPECIFY)			
*Office Supplies			
Telephone			
Travel/Training (Reimbursed @ current DPA rates)	$2,000.00	****Travel/Training cost for a seminar in Sacramento	
**Equipment			
Mileage			
Indirect Costs (≤ 10% salary/fringe)	$22,512	This will cover the Employee's Indirect Cost	
***Other (SPECIFY)			
TOTAL OPERATING EXPENSES	**$24,512**		
PROGRAM COST	**$358,029**		
TOTAL GRANT AMOUNT	**$339,569**		
NET COUNTY COST	**$18,460**		

* 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 t

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

**** Total of 5 Attendees: 3 Paralegal, 1 budget person, and 1 manager

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.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. JOB-RELATED TRAVEL

   a. The VCGCB anticipates that only the primary contract representative (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 VCGCB to attend training, conferences or to travel for other purposes not directly related to the performance of this agreement. Absent such prior approval, the VCGCB reserves the option of not reimbursing the expenses.

2. MOVING

   a. The VCGCB shall not reimburse any costs associated with the relocation of the District Attorney's Office staff performing under this contract.

   b. The District Attorney's Office shall obtain written authorization from the VCGCB to relocate computer terminals sixty (60) calendar days before any planned relocation. Written notification should be addressed to (or emailed to: Lynnette.Freitag@vcgcb.ca.gov) the attention of the Restitution/Budget Manager, Fiscal Services Division, 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 the District Attorney's Office to obtain prior authorization may result in the District Attorney's inability to perform functions of the contract for a period of time. The VCGCB 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 VCGCB guidelines, directives and memos as they pertain to the performance of this agreement.

4. UTILIZATION OF COMPUTER SYSTEM

   The District Attorney shall ensure that all District Attorney staff persons performing duties described in this contract comply with VCGCB guidelines, procedures, directives, and memos pertaining to the use of CaRES (Compensation and Restitution System) and CDTS (Criminal Disposition Tracking System), regardless of whether or not the services of such staff persons are paid for by VCGCB.

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 VCGCB in the acquisition of equipment (capitalized assets), including "modular furniture," even though funding may have been previously requested and made part of the budget for this agreement. The VCGCB reserves the option of not reimbursing the District Attorney's Office for equipment purchases that are not requested or approved in writing prior to purchase.

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

b. Purchase of Information Technology Equipment:

The VCGCB will provide and/or reimburse, under this contract, costs for information technology equipment deemed necessary and approved by the VCGCB (as defined in the State Administrative Manual Section 4819.2). If the VCGCB purchases equipment for the District Attorney's Office, the VCGCB will ensure that the equipment is operational, configured and delivered to that office. The VCGCB will provide configuration support only on VCGCB purchased equipment. Configuration support will include restoring altered VCGCB 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 those purchases. Both VCGCB 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 VCGCB or the District Attorney's Office purchased it, shall be the property of the VCGCB and identified with a state identification number. This equipment shall not be used for anything but duties under this contract.

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 VCGCB 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 supplies, rent, utilities, postage, telephone, travel, etc. Such expenses are generally identified as "direct costs." The District Attorney's Office shall 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 expense line-item. VCGCB reserves the right to deny any expenses that are not allowable by the state.

b. The District Attorney's Office shall submit, upon the VCGCB's request, a copy of the indirect cost allocation plan demonstrating how the indirect cost rate was established. All costs included in the plan must be supported by formal accounting records which substantiate the propriety of such charges. Indirect costs will be reimbursed at a maximum rate of ten percent of salary and fringe benefit(s) totals.

c. The District Attorney's Office shall obtain written approval prior to modifications being made to the line items under the operating expense category, such as an increase or offsetting savings from one line-item to another. Requests should be directed to the attention of the Restitution/Budget Manager.

d. The District Attorney's Office shall submit backup documentation for all overhead and operating expenses to VCGCB with their monthly invoice.

e. The VCGCB reserves the right to deny any monetary adjustments to the contract due to Cost of Living Adjustments (COLA's) issued by the County. COLA requests will be considered in terms of the current budget climate for both the VCGCB and the state.

f. The District Attorney's Office shall obtain written approval prior for purchases. Requests should be directed to the attention of the Restitution/Budget Manager.

7. TERM OF CONTRACT

The period of performance for the contract will be July 1, 2009 through June 30, 2010.

8. INVENTORY

Electronic Data Processing equipment, capitalized assets and non-capitalized assets, shall remain the property of the VCGCB and shall bear identification tags supplied by the VCGCB. The District Attorney's Office shall prepare an inventory listing as of June 30th of each year for the term of this contract, in accordance with instructions provided by the VCGCB. The completed forms shall be submitted to the Business Services Section, Victim Compensation and Government Claims Board, P. O. Box 48, Sacramento, CA 95812.

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 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, 06-00-003, Attachment I).

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 District Attorney shall not disclose any document pursuant to any such request unless authorized to do so by the VCGCB's 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. If the PIO is unavailable, contact the VCGCB's Legal Office at (916) 491-3605.

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

Victim Compensation and Government Claims Board
Attn: Business Services Section
400 "R" Street, 4th Floor
Sacramento, CA 95811

The District Attorney shall be responsible for any unauthorized disclosure by District Attorney staff persons performing duties described in this contract, regardless of whether or not the services of such staff persons are paid for by VCGCB, 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.

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 Program 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 personally served on the California Victim Compensation and Government Claims Board, Attn: Legal Office at

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

400 "R" Street, 5th Floor, CA 95811. The District Attorney's Office may also contact the Legal Office at (916) 491-3605 for further assistance.

In cases where documents are being subpoenaed, the District Attorney's Office shall provide the VCGCB with all responsive documents upon request in the most expedient manner to meet the time constraints of the subpoena, including the use of overnight express mail.

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

11. INCOMPATIBLE WORK ACTIVITIES

The District Attorney's staff assigned to perform services for the VCGCB 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 VCGCB for a mailing list which has not been authorized by the VCGCB.
e. Represent himself or herself as a VCGCB employee.
f. Take any action with regard to a VCP 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.
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 this agreement 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 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 at (916) 491-3605.

12. RETENTION OF RECORDS

The District Attorney's Office will retain claim files in the respective file rooms until at least two (2) years have elapsed since the claim's last activity date (hearing date). These claims will be considered inactive and will be forwarded to the VCGCB's Main File Room (MFR). The MFR will purge these claims and forward to the State Record Center (SRC) for an additional five (5) years. After seven (7) continuous years of inactivity, the MFR will have the claim file destroyed.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

The District Attorney's Office shall not destroy any files without written authorization from the VCGCB.

13. SUBCONTRACTING

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

14. TERMINATION FOR CONVENIENCE

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

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*
Los Angeles County, District Attorney's Office	*95 - 6000927*
By (Authorized Signature) S. L. Cu	
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.

Attachment II

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)