

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.10  
(ID # 15476)**

**MEETING DATE:**

Tuesday, June 22, 2021

**FROM:** DISTRICT ATTORNEY:

**SUBJECT:** DISTRICT ATTORNEY: Ratification and Approval of the Standard Agreement No. A201005039 Between the California Governor's Office of Emergency Services (Cal OES) and the Riverside County District Attorney's Office as the Lead Agency for the Southern California Region Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Fraud Task Force (FTF) and Adoption of Resolution No. 2021- 121, All Districts. [\$1,250,000 - State Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the Standard Agreement No. A201005039 between the California Governor's Office of Emergency Services (Cal OES) and the Riverside County District Attorney's Office as the Lead Agency for the Southern California Region Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Fraud Task Force (FTF) in the amount of \$1,250,000 for the term of August 1, 2020 through December 31, 2021; and
2. Adopt Resolution No. 2021-121 authorizing the District Attorney or designee to accept said Agreement on behalf of the County, as well as related amendments or extensions with CalOES for the Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Fraud Task Force (FTF) through the resolution period.

**ACTION:**

  
Jared Haringsma 6/9/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: June 22, 2021  
xc: D.A.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> State of California 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The District Attorney's Office is requesting Board ratification and approval to enter into agreement with the California Governor's Office of Emergency Services (Cal OES) for the Southern California Region Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Fraud Task Force Program from August 1, 2020 through December 31, 2021.

The Cal OES has allocated one million two hundred fifty thousand dollars (\$1,250,000) from its Mission Task Funding to be allocated to the Southern California Region PUA and UI Fraud Task Force. The funds are to be allocated to county district attorneys to be used for the following purposes:

1. Hiring of investigators and support staff to assist in investigations of PUA / UI fraud crimes.
2. Purchase or lease of hardware, software or services in support of PUA / UI fraud crimes.
3. Regular time for existing County or city attorneys, paralegals, investigators, law enforcement officers, and support staff related to the preparation of cases and prosecution of PUA/UI fraud cases.
4. Overtime for existing County or city attorneys, paralegals, investigators, law enforcement officers, and support staff related to the preparation of cases and prosecution of PUA / UI fraud cases.
5. Costs associated with use of existing County equipment in support of investigations, evaluations or prosecutions of PUA / UI fraud cases.
6. Overhead costs associated with existing personnel and equipment costs dedicated to PUA/UI fraud cases in accordance with the guidance provided herein.

The Riverside County District Attorney has been selected to serve as the lead attorney to manage and account for the funds spent and to provide guidance to other participating agencies in the Southern California Region. The amount of funding the department



**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

receives will depend on the case loads. As a result, a budget adjustment at this time is not necessary since the portion of the multi-county program funding the Riverside County District Attorney's Office will receive has not yet been determined.

The Department received the final agreement from Cal OES on April 19, 2021, which resulted in this retroactive request.

The agreement has been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**


None

**ATTACHMENT A.**

Cal OES PUA/UI Fraud Agreement No. A201005039

**ATTACHMENT B.**

County PUA/UI Fraud Resolution No. 2021-121

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel      6/10/2021

1 Board of Supervisors

County of Riverside

2  
3 RESOLUTION NO. 2021-121

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
5 COUNTY OF RIVERSIDE RATIFYING AND APPROVING THE STANDARD AGREEMENT NO.  
6 A201005039 BETWEEN THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
7 AND THE RIVERSIDE COUNTY DISTRICT ATTORNEY'S OFFICE AND AUTHORIZING THE  
8 DISTRICT ATTORNEY TO EXECUTE SAID AGREEMENT AS THE LEAD AGENCY FOR THE  
9 SOUTHERN CALIFORNIA REGION PANDEMIC UNEMPLOYMENT ASSISTANCE AND  
10 UNEMPLOYMENT INSURANCE FRAUD TASK FORCE

11  
12 WHEREAS, the California Governor's Office of Emergency Services (Cal OES) has allocated  
13 one million two hundred fifty thousand dollars (\$1,250,000) from its Mission Task Funding to be  
14 allocated to the Southern California Region Pandemic Unemployment Assistance (PUA) and  
15 Unemployment Insurance (UI) Fraud Task Force; and

16 WHEREAS, the District Attorney's Office desires to undertake the PUA/UI Regional Fraud Task  
17 Force project with the District Attorney of the County of Riverside serving as the task force lead  
18 attorney for the Southern California Region.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
20 Supervisors of the County of Riverside, State of California, in regular session assembled on June 22,  
21 2021, that the Board of Supervisors of the County of Riverside, located on the first floor of the County  
22 Administrative Center, 4080 Lemon Street, Riverside, California, hereby ratifies and approves the  
23 Standard Agreement No. A201005039 between the Cal OES and the Riverside County District  
24 Attorney's Office.

25 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair authorizes  
26 the District Attorney of the County of Riverside, and/or his designee on behalf of the Board to  
27 execute and sign the Agreement on behalf of the County of Riverside and to sign any future  
28 related documents required under the terms of the agreement to receive funding;

FORM APPROVED COUNTY COUNSEL  
BY: RYAN D. BABKO  
DATE: 6/9/21



1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that this resolution shall be in  
2 effect beginning August 1, 2020 and ending December 31, 2022.

3  
4 ROLL CALL:

5 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
6 Nays: None  
7 Absent: None

8 The foregoing is certified to be a true copy of a resolution  
9 duly adopted by said Board of Supervisors on the date therein set  
10 forth.

11 Kecia R. Harper, Clerk of said Board

12 By Priscilla Rasso  
13 Deputy

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# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 22, 2021, that the District Attorney is authorized and directed to execute on behalf of said County the Standard Agreement No. A201005039 between Riverside County and California Governor's Office of Emergency Services providing: for the Pandemic Unemployment Assistance and Unemployment Insurance Fraud Task Force services.

Roll Call:

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By:   
Deputy



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

A201005039

PURCHASING AUTHORITY NUMBER (If Applicable)

GOES-0690

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTOR NAME

Riverside County District Attorney's Office

2. The term of this Agreement is:

START DATE

August 1, 2020

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement is:

\$1,250,000.00

One Million Two Hundred Fifty Thousand Dollars and Zero 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.

Exhibits	Title	Pages
Exhibit A	Statement of Work (SOW)	9
Appendix A	Reports and Instructions	7
Appendix B	Budget Details	1
+ -	Exhibit B Budget Detail and Payment Provisions	2
+ -	Exhibit B-1 Cost Sheet	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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

Riverside County District Attorney's Office

CONTRACTOR BUSINESS ADDRESS

3960 Orange Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Jared Haringsma

TITLE

Assistant District Attorney

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

04/19/2021

FORM APPROVED COUNTY COUNSEL

BY:

RYAN D. YABKO

DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
 to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

JUN 22 2021 3:10

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER A201005039	PURCHASING AUTHORITY NUMBER (If Applicable) GOES-0690
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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Governor's Office of Emergency Services (Cal OES)

CONTRACTING AGENCY ADDRESS

3650 Schriever Avenue

CITY

Mather

STATE

CA

ZIP

95655

PRINTED NAME OF PERSON SIGNING

Heather Carlson

TITLE

Assistant Director, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/20/2021

DocuSigned by:

*Heather Carlson*

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol.1, 3.10

Exempt per Governor's March 4, 2020 Emergency Proclamation



PUA / UI REGIONAL  
FRAUD TASK FORCE –  
SOCAL REGION

Statement of Work for Cost and Expense Accounting

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**EXHIBIT A**  
**STATEMENT OF WORK (SOW)**

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**Purpose**

The California Governor's Office of Emergency Services (Cal OES) has allocated one million two hundred fifty thousand dollars (\$1,250,000) from its Mission Task Funding to be allocated to the SoCal Region Pandemic Unemployment Assistance (PUA) and Unemployment Insurance (UI) Fraud Task Force (FTF). This Statement of Work sets forth the fiduciary obligations of the task force lead District Attorney (Lead Attorney) to manage and account for the funds spent and provides guidance on how to report expenses and metrics. This Agreement is effective as of August 1, 2020 through December 31, 2021.

**Eligible Recipients**

The funds are to be allocated among the four regional task forces to county district attorneys to spend on investigative, evaluation, and prosecution of cases as further set forth herein.

**Task Forces**

- Nor Cal Region:     Lead Attorney: Sacramento County District Attorney Anne Marie Schubert, 901 G St, Sacramento, CA 95814; Tel. (916) 874-6218
- Central:             Lead Attorney: Kern County District Attorney Cynthia Zimmer, 1215 Truxtun Avenue, 4th Floor, Bakersfield, CA 93301; Tel. (661) 868-2340
- Bay Area:            Lead Attorney: Alameda County District Attorney Nancy O'Malley, 1225 Fallon St., Oakland, CA 94612; Tel. (510) 272-6222
- Southern CA:        Lead Attorney: Riverside County District Attorney Mike Hestrin, 3960 Orange St, Riverside, CA 92501; Tel. (951) 955-5400

**Allocation of Funds**

Cal OES will allocate funds to the regional task forces through the designated Lead Attorney pursuant to the availability of funds. Cal OES reserves the right to allocate funds in amounts less than the full allocation for each region or to withhold allocations, in its sole discretion.

Cal OES agrees to pay Riverside County Office of the District Attorney, acting as fiduciary for the SoCal Regional PUA/UI Fraud Task Force members, the cost of performance hereunder and to pay in advance funds within thirty days of execution of this Agreement. It is agreed between the parties hereto that upon completion of the services hereunder, the actual cost of rendering said service shall be computed in accordance with the provisions of Section 8752 of the State Administrative Manual and said payment adjusted in accordance with the provisions of Article 1, Chapter 3, Part 1, Division 3, Title 2, Government Code. Please complete and submit the form



at Appendix B, Budget Detail and Payment Provisions, Cost Sheet, along with the monthly Report of Expenditures. The Cost Sheet will be used as the basis for future allocations of funds.

**Restrictions on Use of Funds**

Funds disbursed under this Agreement may only be used for the following purposes:

1. Hiring of investigators and support staff to assist in investigations of PUA / UI fraud crimes
2. Purchase or lease of hardware, software or services in support of PUA / UI fraud crimes
3. Regular time for existing County or city attorneys, paralegals, investigators, law enforcement officers, and support staff related to the preparation of cases and prosecution of PUA/UI fraud cases.
4. Overtime for existing County or city attorneys, paralegals, investigators, law enforcement officers, and support staff related to the preparation of cases and prosecution of PUA / UI fraud cases
5. Costs associated with use of existing County equipment in support of investigations, evaluations or prosecutions of PUA / UI fraud cases
6. Overhead costs associated with existing personnel and equipment costs dedicated to PUA / UI fraud cases in accordance with the guidance provided herein.

Funds allocated under this Agreement may not be used for the following purposes:

1. Costs that are being claimed separately for reimbursement under Cal. Pen. Code § 4750 or any other state statute or regulation authorizing reimbursement for such expenses.
2. Costs that have been or will be paid by another state or federal grant, cost sharing agreement or other benefit
3. Costs that are not related to PUA / UI fraud crimes

**Requested Metrics to be Reported with Request for Expenditures**

Lead Attorneys or their designees are requested to report the following metrics with their Report of Expenditures on a monthly basis:

Current cases

- + New cases/subject opened this period
- Closed (adjudicated)
- = Total cases pending (monthly)

Arrests:

Previous arrest total (previous months)  
+new arrests (this month)  
=Total arrests

Charges filed: (indictment, complaints)

Previous total  
+new subjects charged  
=Total subjects charged

Search Warrants Executed

Previous total  
+new searches  
= Total searches conducted

Asset Forfeiture/Recoveries/Seizures \$

Previous \$ Total  
+ new recoveries \$  
=Total \$ recovered

**Forms for Submission (see Appendix A, page A-1)**

Lead Attorneys or their designees must submit a monthly Report of Expenditures using the forms shown at Appendix A, to account for expenses incurred against the allocation. The Form PUA/UI ROE-1 summarizes the costs incurred and must appear as the face sheet of the supporting documentation. Lead Attorneys or their designees must properly complete this form and sign it in blue ink.

Additionally, Lead Attorneys or designee must complete a Cost Report, Form 1A, detailing the amounts for each subject of a qualifying investigation in which costs were incurred, and a Summary Report, Form 1B, summarizing the costs from Form 1A. These forms (see Appendix A) must be attached and submitted with the Form PUA/UI ROE-1.

Cal OES recommends filing claims monthly, as additional funds will be allocated on an "as used" basis.

**Designation of Authorized Representative to Prepare Reports of Expenditures**

Lead Attorneys may designate an Authorized Representative to prepare, certify and submit Reports of Expenditures on behalf of the Lead Attorney; however, the Lead Attorney will remain responsible to Cal OES for all Reports of Expenditures submitted and for the expenditure of allocated funds in accordance with this Agreement.



Name and Contact Information of Authorized Representative:

Ginika Ezinwa  
Deputy Director, Administration  
Riverside County District Attorney's Office  
3960 Orange Street, Riverside CA 92501  
951-955-8804  
[GinikaEzinwa@rivcoda.org](mailto:GinikaEzinwa@rivcoda.org)

Lead Attorneys or designee may submit computer-generated forms in lieu of Forms 1A and 1B, provided the format of the forms and data fields contained within are identical to the forms included with the claiming instructions. Cal OES may revise the procedure and forms as necessary, which may require Lead Attorneys to change any computer-generated forms.

### **Supporting Data for Claims**

Lead Attorneys or designee must include, with Form 1A, sufficient detail and supporting documentation to demonstrate that the expenditures were authorized under this Agreement. Supporting documentation must include, at a minimum (if applicable):

- A statement of costs for investigators, expert witnesses, or other professional services. Include a brief description of the services provided;
- Invoices for costs of other direct services and/or supplies that exceed \$50. Provide a list of all services and/or supplies, regardless of cost;
- The indirect cost rate proposal (ICRP) for the reporting of indirect costs (overhead). Lead Attorneys must develop and submit the ICRP with the initial report of expenses. If an ICRP is not submitted, the claimant should apply the default indirect cost rate of 10% to direct labor;
- Reasonable travel expense claims; and

### **Certification of Claims**

Reports of Expenditures will not be processed for release of additional allocated funds unless they are properly certified by the Lead Attorney or his/her designee. Each Lead Attorney may designate an individual to prepare and certify Reports of Expenditures under this Agreement.

The following certification must appear on the face sheet of the claim:

I hereby certify under penalty of perjury that the city or county named herein has expended allocated funds in the amount claimed, that the amount claim within is in all respects a true and correct statement of allowable costs incurred, as applicable, and that I have not violated any of the provisions of Government Code sections 1090 to 1098, inclusive.

If the statement concerning the claim is true and correct, the authorized representative should sign and date the claim and type or print his or her name and title below the signature, as indicated on the Form FAM-27.

### **Deadline for Filing Reports of Expenditures**

Lead Attorneys or their designees should file their Report of Expenditures monthly so as to document the drawdown of allocated funds to the various members of the regional task force. Lead Attorneys may request that the members of the regional task force complete the forms for their respective agency and combine all task force member reports into a single Report of Expenditure for the month.

The receipt of the Report of Expenditure will trigger a review of the allocation and, if warranted, additional allocations based on demonstrated need.

### **Address for Filing Reports of Expenditure and Indirect Cost Rate Proposals**

Lead Attorneys or their designees must submit the Report of Expenditures to:

California Governor's Office of Emergency Services  
Attn: Deputy Director of Homeland Security  
3650 Schriever Avenue  
Sacramento, CA 95655

### **Audit of Claims**

Cal OES reserves to right to conduct audits as it deems necessary. Accordingly, Lead Attorneys and all regional task force members submitting Reports of Expenditures must retain documentation for audit purposes for a period of no less than three years from the date of Report of Expenditure.

### **Direct Costs**

Direct costs are those that can be readily identified with a single program or activity. Normally, direct costs will include the salaries, benefits, and supplies that can be directly identified with a particular function. The salaries and benefits of a first-line supervisor should also be included as a direct cost. Administrative salaries and benefits above first-line supervision may not be claimed as a direct cost.

Following are examples of costs and other charges that may be eligible expenditures in connection with the proceedings to prosecute persons for PUA / UI fraud crimes committed in a state correctional or local jail facility.

#### **1. Labor Costs**

A city or county may claim allowable direct labor costs if such costs were necessary and can be specifically identified to the case claimed. Direct labor costs consist of two components,



direct labor and the employer's fringe benefits contribution.

- Direct Labor

A Lead Attorney or their designee may compute a productive hourly rate for each job classification that includes labor directly related to the claimed reimbursable cost. Several options for determining the productive hourly rate are available. A city or county may use:

- Actual annual productive hours for each job classification; or
- The city's or county's average annual productive hours; or
- An annual average of 1,800 hours (excluding paid holidays, vacation earned, sick leave taken, informal time off, jury duty, and military leave taken).

Claimants choosing actual annual productive hours must show the factors affecting total hours worked. SCO recommends the following method to convert a biweekly salary to an equivalent productive hourly rate for a 40-hour week:

$$(\text{Biweekly Salary} \times 26) / 1800 = \text{Equivalent Productive Hourly Rate}$$

If, for example, the biweekly salary is \$935, the equivalent productive hourly rate would be:

$$(\$935 \times 26) / 1800 = \$13.51 \text{ Equivalent Productive Hourly Rate}$$

The same formula can be used to convert weekly, monthly, or other salary periods: Convert the salary to an annual amount, and then divide by the allowable annual productive hours for that position.

- Employer's Fringe Benefits Contribution

To determine the employer's fringe benefits contribution, a city or county may claim either actual fringe benefit contributions or a percentage of direct labor. When computing a percentage, claimants should use the same time base for both salary and fringe benefits. For example, if health and dental insurance payments are made annually, claimants should use an annual salary basis. The employer's total contribution rate is the total of the percentage of salary for each fringe benefit.

For example:

<u>Employer's Contribution</u>	<u>% of Salary</u>
Retirement	15.00%
Social Security	6.30

Health and Dental Insurance	5.25
Worker's Compensation	0.75
Total	<hr/> 27.30%

## 2. Legal Costs

- Normal salaries and benefits for city or county employees (attorneys) are allowable. Overtime and fringe benefits actually paid may be reimbursable if such overtime is directly attributable to the particular case. The necessity, duration, and extent of the overtime must be fully explained and authorized in writing by the appropriate supervisor and must be documented in accordance with written personnel policies. Overtime documentation must be retained for audit examination.
- Each contract attorney and associated support personnel must have a written contract indicating the rate of compensation, including that for trial work, overtime, and expenses. The contract with non-city/county personnel should specify the fee or rate of pay and the treatment of overtime, if applicable. Overtime will be defined by the city or county.
- Charges for the services of outside contractors, including court-appointed attorneys, must be supported through adequate timekeeping records in order to be considered for reimbursement. The appropriate contract supervisor or the local official must approve the time charged. The contractors, including court-appointed attorneys, investigators, consultants, experts, and others, must maintain records for billing purposes. These records must be made available to SCO, upon request, in order for SCO to determine the reliability of timekeeping records submitted to the city or county.

## 3. Investigation Costs

The costs of licensed investigators are reimbursable at a rate not to exceed the prevailing rate paid to investigators performing similar services. The cost of an investigation conducted by an attorney is reimbursable if the investigating attorney is not an attorney of record for the case. Such reimbursement should not exceed the prevailing rate paid to investigators performing similar services. For the purpose of this section, "investigation" does not include legal research or legal representation.

## 4. Travel Costs

Travel costs, such as mileage, room and board, and per diem, may be reimbursable in accordance with the rules of the local jurisdiction. In the absence of such rules, travel and subsistence expenses may not exceed the Victim Compensation and Government Claims Board rates as outlined in Title 2, California Administrative Code, sections 700 through 715 and section 718.

Documentation supporting travel and per diem expenses must reasonably conform to state travel expense claims and should include the following information:



- Name and address (business and residential) of the person incurring the expenses;
- Date and time of departure and return for each trip;
- Description of each expense claimed;
- If a private automobile is used, the number of miles traveled; and
- Cost of commercial transportation (supported by appropriate receipts); and amount of carfare, bridge tolls, and parking charges (supported by receipt of any charge exceeding \$10).

#### 5. Miscellaneous Costs

Various miscellaneous costs may be reimbursable, including the following:

- The cost of equipment rental. To be eligible, rental costs must be incurred solely because of the investigation, evaluation or prosecution. The rental contract must be retained for audit review. Cal OES will not allow equipment rental costs that exceed the original purchase price and the normal finance charge.
- Time spent documenting costs and completing the Statement of Costs (Form FAM- 27), the Cost Report (Form 1A), and the Summary Report (Form 1B); and developing direct and indirect billing rates for personal services and materials used; and successfully resolving matters arising from Cal OES's rejection of costs reported.

#### 6. Services and Supplies

Services and supplies that can be specifically identified as reimbursable costs must be claimed as direct costs. Costs for services and supplies should be recorded as other direct charges on the Cost Report (Form 1A, line 15). Submit copies of supporting documentation for each service and supply cost listed on the Cost Report with the claim and maintain originals for a period of three years from the date of the payment.

These costs may be incurred by either a department that administers the program or by a central service department.

#### **Indirect Costs**

Indirect costs are (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs are allowable only for costs incurred related to this purpose of this Agreement.

Cities and counties have the option of using 10% of direct labor as indirect costs or claiming indirect costs through a department's Indirect Cost Rate Proposal (ICRP) for the program,

Riverside County  
 District Attorney's Office  
 PUA-UI Fraud TF  
 Agreement No. A201005036

prepared in accordance with the provisions of OMB Circular 2 CFR, Chapter I and Chapter II, Part 200 et al. An ICRP must be prepared if the claim for indirect costs is in excess of 10% of direct labor and **the ICRP must be submitted with the initial Report of Expenditure.**

1. Fixed 10% Rate Method

A standard indirect cost allowance equal to ten percent (10%) of the direct labor (i.e. salary and wage cost of providing the service excluding overtime, shift premiums, and fringe benefits) may be used in lieu of an ICRP. Please see the example below.

<u>Auditor</u> Payroll:	Direct Costs Incurred By:	On Behalf of:	
		<u>Sheriff</u> <u>Department</u>	<u>District Attorney's</u> <u>Office</u>
A. Employee's Salary		\$5,000	\$1,000
B. Employee's Benefits		800	200
C. First-line Supervisor's Salary and Benefits		3,000	500
D. Indirect Cost (10% of A. Employee's Salary)		500	100
E. Cost of Paper		350	100
Total amount charged to benefited departments for payroll services:		\$9,650	\$1,900

Any city or county using this method for claiming costs must submit a statement similar to the example above and with supporting data. The cost data required for desk audit purposes are described in these claiming instructions under legal costs, travel costs, Marshall/Sheriff costs, etc. (see pages 6 through 9).



**California Governor's Office of Emergency Services**

**Riverside County  
District Attorney's Office  
PUA-UI Fraud TF  
Agreement No. A201005036**

## **APPENDIX A**

<b>REPORT OF EXPENDITURES</b>	FOR CAL OES USE ONLY	<b>PROGRAM MFT PUA/UI</b>
	Date Input: _____	
(01) Lead Attorney Name		
(02) Lead Attorney Organization		
County of Location		
Street Address or P.O. Box		Suite
City	State	Zip Code
<b>Departments</b>	<b>(03) Claimed Amount</b>	
County Clerk		
Coroner		
District Attorney		
Probation		
Public Defender		
Sheriff		
(04) Other Department(s):		
(a)		
(b)		
(c)		
(d)		
(e)		
(05) Total Claimed Amount		
<b>(06) CERTIFICATION OF CLAIM</b>		
<p>I hereby certify under penalty of perjury that the city or county named herein is entitled to the amount claimed, that the claim within is in all respects a true and correct statement of costs incurred, as applicable, and that I have not violated any of the provisions of the Government Code sections 1090 to 1098, inclusive.</p>		
<p>Signature of Authorized Officer</p>  <p style="text-align: right;">Date Signed _____</p> <p>_____ Telephone Number _____</p> <p>_____ Email Address _____</p> <p>Type or Print Name and Title of Authorized Signatory</p>		
(07) Name of Contact Person for Claim		
<p style="text-align: right;">Telephone Number _____</p> <p>_____ Email Address _____</p>		

<b>PROGRAM</b> <b>MFT</b> <b>PUA/UI</b>	<b>REPORT OF</b> <b>EXPENDITURES</b> <b>INSTRUCTIONS</b>	<b>FORM</b> <b>FAM-27</b>
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- (01) Enter the name of the District Attorney acting as Lead Attorney who has signed the Agreement.
- (02) Enter the Lead Attorney's Organization, County of Location, street or post office box address, city, state, and zip code.
- (03) Enter the claimed amount per department from Forms 1B, line (05), for the applicable department.
- (04) Enter the name(s) of the other department(s) not previously listed.
- (05) Total column (03) and enter the Total Claimed Amount. Claims should be rounded to the nearest dollar.
- (06) Read the statement of Certification of Claim. The claim must be signed and dated by the agency's authorized officer, type or print name and title, telephone number, and email address. **Additional funds will not be allocated unless accompanied by an original signed certification. (Please sign the Form PUA/UI-ROE-1 in blue ink.)**
- (07) Enter the name, telephone number, and email address of the contact person for the claim.
- (08) **Submit a signed original Form PUA/UI-ROE-1 with all other forms and supporting documents to:**

***Address, if delivered by U.S. Postal Service:***

**California Governor's Office of Emergency  
Services  
Attn: Deputy Director, Homeland  
Security  
3650 Schriever Ave.  
Mather, CA 95655**



<b>PROGRAM MFT PUA/UI</b>	<b>REPORT OF EXPENDITURE COST REPORT</b>					<b>FORM 1A</b>
(01) Department						
(02) Subject's Name				(06) Completion Date of Case		
(03)				(07) Inclusive Days Costs Were Incurred From: _____ To: _____		
(04) County Case Number				(08)		
(05) Name of Institution				(09) Criminal Charge		
<b>Reimbursable Activities</b>						
(A) Preparation of Trial		(D) Reserved		(G) Reserved		
(B) Pretrial Hearing		(E) Reserved		(H) Report Preparation		
(C) Actual Trial or Hearing		(F) Investigation – Including Evaluation of Cases		(I) Reserved		
(10) Job Classifications	(a) Reimbursable Activity Code	(b) Hours Worked	(c) Hourly Rate	(d) Employee Salaries	(e) Employee Fringe Benefits	(f) Total Salaries and Benefits
(11) Total Salaries						
(12) Total Salaries and Benefits						
(13) Indirect Cost Rate				[From ICRP] or 10%		%
(14) Total Indirect Costs				[Line (13)(f) x line (11)(d)] or [Line (13)(f) x line (12)(f)]		
(15) Other Direct Charges (Use Attachment for Additional Entries)						
(a)						
(b)						
(c)						
(d)						
(16) Total Other Direct Charges						
(17) Total First-Line Supervision Salaries and Benefits						
(18) Total Direct Charges				[Line (16)(f) + Line (17)(f)]		
(19) Total Claimed Amount				[Line (12)(f) + Line (14)(f) + Line (18)(f)]		

PROGRAM MFT PUA/UI	COST REPORT INSTRUCTIONS	FORM 1A
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- (01) Enter the name of the department from which the costs were incurred. **Note:** Each department is required to file a separate Form 1A.
- (02) Enter the subject's name. Carry the subject's name forward to Form 1B, line (02). **Note:** A separate Form 1A is required for each subject.
- (03) Reserved.
- (04) Enter the county case number.
- (05) Enter the name of the institution as indicated on pages 1 and 2 of the claiming instructions.
- (06) Enter the completion date of the case, if applicable.
- (07) Enter the inclusive days costs were incurred.
- (08) Specify the applicable Penal Code (PC) section.
- (09) Enter the criminal charge or reason for the claim.
- (10) Enter the job classification of the staff member(s) who worked on the case. Group staff members according to job classification. For audit purposes, retain all supporting documentation on file, which includes but is not limited to, records showing the amount of time spent on each case by each staff member who worked on the case.
- (a) Enter the applicable letter(s), from (A) to (I), that describe(s) the reimbursable activity(ies) performed for each job classification.
  - (b) Enter the amount of time spent on the case (to a tenth of an hour) for each job classification.
  - (c) Enter the productive hourly rate for each job classification. Refer to page 8 of the instructions to determine a productive hourly rate.
  - (d) Enter the total salary for each job classification by multiplying the hours worked by the hourly rate.
  - (e) Enter the amount of accrued benefits for each job classification for the hours worked. Refer to page 7 of the Claiming Instructions to determine the employer's fringe benefits contribution.
  - (f) Enter the amount of total salaries and benefits for each job classification.
- (11) Enter the total of column (d).
- (12) Enter the total of column (f).
- (13) Enter the indirect cost rate. Indirect costs may be computed as 10% of direct labor (i.e. salary and wage cost of providing the service, excluding overtime, shift premiums, and fringe benefits) without preparing an ICRP. If an indirect cost rate of greater than 10% is used, the ICRP must be submitted with the initial claim of each fiscal year.
- (14) If the 10% flat rate is used for indirect costs, multiply Total Salaries, line (11)(d), by the Indirect Cost Rate, line (13)(f). If an ICRP is submitted, multiply applicable costs used in the distribution base for the computation of the indirect cost rate, by the Indirect Cost Rate, line (13). If more than one department is reporting costs, each must have its own ICRP for the program.
- (15) On lines (15)(a) through (15)(d), list the costs of materials, supplies, witness fees, appointed attorney's fees, consultant services, rentals, etc., and enter the amounts in column (f). Attach receipts or invoices showing evidence of costs.
- (16) Enter the Total Other Direct Charges, the sum of lines (15)(a) through (15)(d), column (f).
- (17) Enter the Total First-line Supervision Salaries and Benefits.
- (18) Enter the Total Direct Charges, the sum of lines (16)(f) and (17)(f).
- (19) Enter the sum of the Total Salaries and Benefits, line (12)(f), Total Indirect Costs (if applicable), line (14)(f), and the Total Direct Charges, line (18)(f). Carry the amount forward to Form 1B, column (04), Total Claimed Amount.



<b>PROGRAM</b> <b>MFT</b> <b>PUA/UI</b>	<b>REPORT OF EXPENDITURE</b> <b>SUMMARY REPORT</b>	<b>FORM</b> <b>1B</b>
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(01) Department

**SUMMARY OF FORM 1A**

(02) Subject's Name	(03) Reimbursable Incident – Applicable PC Section	(04) Claimed Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
29.		

(05) Total  Subtotal  Page: \_\_\_\_\_ of \_\_\_\_\_

**California Governor's Office of Emergency Services**

**Riverside County  
District Attorney's Office  
PUA-UI Fraud TF  
Agreement No. A201005036**

## **APPENDIX B**



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**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
2. Invoices shall be submitted **in triplicate** after services are rendered and shall include the following information:
  - A. Agreement No.
  - B. Contractor
  - C. Service
  - D. Itemized Cost
  - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.
4. The Contractor will be reimbursed for actual incurred travel expenses based on the per diem rates used for State employees; on receipt and approval of an itemized invoice. Travel reimbursement rates and applicable restrictions are identified on the Employee/Travel Reimbursement section of the California Department of Human Resources website:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

Travel reimbursement rates as identified by Cal HR can vary from year to year. Rates for future years will conform to Cal HR rates for the corresponding contract year.

5. Submit invoices electronically to:

**California Governor's Office of Emergency Services**  
**Attention: Accounting Unit**  
**[APIInvoices@caloes.ca.gov](mailto:APIInvoices@caloes.ca.gov)**  
**3650 Schriever Ave.**  
**Mather, CA 95655**

6. 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, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to

**California Governor's Office of Emergency Services**

**Riverside County  
District Attorney's Office  
PUA-UI Fraud TF  
Agreement No. A201005036**

furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES, or offer an amendment to the Contractor to reflect the reduced amount.
8. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

9. **NON-PAYMENT**

Pursuant to Government Code (GC) section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option shall be used on limited bases and only when the following conditions are met: (1) the invoice was not paid by the requested due date, (2) non-payment provisions are included in the interagency agreement between the departments, (3) the invoice has not been disputed, and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.

If payment has not been received for a non-disputed invoice within 60 days of the invoice date, Cal OES, in accordance with Government Code section 11255, will provide the agency with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the agency to Cal OES.

The agency will provide the following appropriation data to Cal OES:

Fund Number:	
Organization Code:	
Fiscal Year:	
Reference:	
Category or Program:	
If applicable, the agency will additionally provide the Element, Component and Task:	



## California Governor's Office of Emergency Services

Riverside County  
District Attorney's Office  
PUA-UI Fraud TF  
Agreement No. A201005036

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**EXHIBIT B-1**  
**COST SHEET**

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The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred. The rates referenced below shall be binding for the term of the Agreement.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT OF MEASURE</b>	<b>EXTENDED PRICE</b>
1	Phase I – initial funding of investigative, legal, technical and support services for PUA/UI Fraud Task Force	1	EACH	\$312,500.00
2	Phase II – reimbursement of investigative, legal technical and support services for PUA/UI Fraud Task Force	1	EACH	\$937,500.00
<b>GRAND TOTAL</b>				<b>\$1,250,000.00</b>