

AGREEMENT NUMBER 51150025
REGISTRATION NUMBER <i>CP 1171101</i>

DIVISION'S COPY

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

STATE AGENCY'S NAME
 DEPARTMENT OF INDUSTRIAL RELATIONS

CONTRACTOR'S NAME
 DEPARTMENT OF JUSTICE (DOJ)

2. The term of this
 The term of this Agreement is: July 1, 2011 through June 30, 2014

3. The maximum amount \$45,000.00
 of this Agreement is: Forty-Five Thousand 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	2 page(s)
Exhibit B - Budget Detail and Payment Provisions	3 page(s)
Exhibit C* - General Terms and Conditions	GIA 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	page(s)
<input type="checkbox"/> Exhibit - D Special Terms and Conditions	page(s)
Exhibit E - Additional Provisions	page(s)

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

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




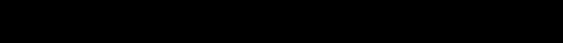
CONTRACTOR		California Department of General Services Use Only CALIFORNIA Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) DEPARTMENT OF JUSTICE (DOJ)		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <i>8/29/11</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING 		
ADDRESS 1300 I STREET, ROOM 810 SACRAMENTO, CA 95814		
ADDRESS 1300 I STREET. ROOM 810 SACRAMENTO, CA 95814 STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF INDUSTRIAL RELATIONS		
BY (Authc) 	DATE SIGNED (Do not type) <i>9/1/2011</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING 		
ADDRESS ADDRESS 455 Golden Gate Avenue, 9 th Floor, San Francisco, CA 94102		

EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

The agreement is entered into by the Department of Industrial Relations, hereinafter referred to as DiR and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this interagency Agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide DIR with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

The DOJ is responsible to receive and process DIR's CORI requests via electronic submissions. The DOJ shall provide DIR with the following information (place an "X" next to all that apply):

State Level CORI or a no record response and (if authorized) subsequent arrest notifications

FBI Level CORI or a no record response for initial submissions (as applicable)

Child Abuse Central Index (CACI - as applicable)

Peace Officer Carry Concealed Weapon (CCW - as applicable)

Other _____

2. DIR's Responsibilities:

A. DIR will request CORI electronically. DIR is statutorily authorized to request and receive CORI under ORI Number A0041 for San Francisco and A1870 for Fresno. Accordingly, the DOJ will deal exclusively with the Licensing & Registration Manager, Lucia Ceja for all issues associated with these responses.

B. DIR agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. DIR, any official or employee of DIR shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.

C. DIR if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3, The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency: Department of Industrial Relations (DIR) Division of Labor Standards Enforcement	Providing Agency: Department of Justice (DOJ) BCIIS, Client Services Program
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
FAX: [REDACTED]	FAX: [REDACTED]
E-Mail: [REDACTED]	E-Mail: [REDACTED]

Contract inquiries:

Requesting Agency: Department of Industrial Relations (DIR) Division of Administration Business Management	Providing Agency: Department of Justice (DOJ) BCIIS, Client Services Program
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
FAX: [REDACTED]	FAX: [REDACTED]
E-Mail: [REDACTED]	E-Mail: [REDACTED]

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this Interagency Agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B
(Interagency Agreement)

Invoicing and Payment Provisions

Invoicing


Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30 days written notice.

Current CORI costs and related fees (place an "X" next to all that apply):

State Level CORI - \$32 FBI Level CORI - \$19
 FBI Level CORI (Volunteer) - \$15 CACI - \$15
 Peace Officer CCW - \$19 Other

DIR agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, and the billing/customer account number, 100105, and contract number, 51150025, with a tear-off bottom that must be returned with payment. DIR is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of DIR and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

ATTN: Department of Industrial Relations
Division of Labor Standards Enforcement
Attn: 
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Budget Contingency Clause

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

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

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of DIR or its representative(s).

DIR agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapters, Part 1, Division 3, Title 2, of the Government Code.

EXHIBIT B

(Interagency Agreement - Budget Detail and Payment Provisions)

Outstanding Accounts Receivables Recovery Clause

Pursuant to Government Code (GC) section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transfer Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. This option shall be used on a limited basis 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.

In compliance with Government Code (GC) Section 11255 and Budget Letter 10-10, the department shall provide the appropriation information below.

ACCOUNTS RECEIVABLE RECOVERY APPROPRIATION INFORMATION FOR TRANSFER REQUEST

Agency Name	<u>Department of Industrial Relations</u>
Interagency Agreement Number	<u>#51150025</u>
Contact Person & Telephone No.	<u>[REDACTED]</u>
Fund Number	<u>3152</u>
Sub Fund	<u>---</u>
Organization Code	<u>7350</u>
Fiscal Year	<u>2011-12</u>
Reference	<u>---</u>
Category	<u>---</u>
Program	<u>50 - Division of Labor Standards Enforcement</u>
Element	<u>---</u>
Component	<u>---</u>
Task	<u>---</u>

AGREEMENT NUMBER 51150025	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME DEPARTMENT OF JUSTICE	2. FEDERAL I.D. NUMBER
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3. AGENCY TRANSMITTING AGREEMENT DEPARTMENT OF INDUSTRIAL RELATIONS	4. DIVISION, BUREAU OR OTHER UNIT Labor Standards Enforcement (DLSE)	5. AGENCY BILLING CODE 037590
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6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
 [REDACTED]

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 No Yes (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
 Contractor will provide finger printing services.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problems, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Contractor will provide finger printing services for new Farm Labor Contractors and Talent Agency applicants for the DLSE's Licensing and Registration Unit.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE-TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE <ValueListM ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE or
 OTHER (Explain)

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
Primary Appropriation General Fund Clearing Acct.	7350-001-0001-99	11/12	33	2011	\$0.00
Labor Enforcement and Compliance Fund	7350-001-3152	11/12	33	2011	\$15,000.00
Labor Enforcement and Compliance Fund	7350-001-3152	12/13		2012	\$15,000.00
Labor Enforcement and Compliance Fund	7350-001-3152	13/14		2013	\$15,000.00

OBJECT CODE 382	AGREEMENT TOTAL	\$45,000.00
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OPTIONAL USE PCA: 52010 Index: 5201	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$15,000.00
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I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
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ACCOUNTING OFFICER'S SIGNATURE [Signature]	DATE SIGNED 09/01/11	TOTAL AMOUNT ENCUMBERED TO DATE	\$15,000.00
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12. AGREEMENT'S	From	TERM Through	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	07/01/2011	06/30/2014	\$45,000.00	Exempt - Interagency Agreement
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
Amendment No. 4				
Amendment No. 5				
		TOTAL	\$45,000.00	

(Continue)

AGREEMENT/SUMMARY

STD, 215 (Rev, 04/02)

AGREEMENT NUMBER 51150025 NUMBER

51150025

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER (Explain)
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

Interagency Agreement

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

15. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A - Interagency Agreement

17. JUSTIFICATION FOR CONTRACTING OUT (Check one)

Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

N/A - Interagency Agreement

<p>18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?</p> <p><input type="checkbox"/> NO <input type="checkbox"/> YES 13 N/A</p>	<p>19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?</p> <p><input type="checkbox"/> NO <input type="checkbox"/> YES N/A</p>	<p>20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?</p> <p>NO YES NONE ON FILE N/A</p>
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<p>21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?</p> <p>A. CONTRACTOR CERTIFICATION CLAUSES B. STD.204, VENDOR DATA RECORD</p> <p>NO YES N/A NO <input type="checkbox"/> YES N/A</p>	<p>22. REQUIRED RESOLUTIONS ARE ATTACHED</p> <p>NO YES N/A</p>
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23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

NO (Explain below) YES (if YES complete the following)

DISABLED VETERAN BUSINESS ENTERPRISES: _____ OF AGREEMENT Good faith effort documentation attached if 3% goal is not reached.

Explain: N/A - Interagency Agreement

We have determined that the contractor has made a sincere good faith effort to meet the goal.

<p>24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?</p> <p>NO YES (indicate Industry Group)</p>	<p>SMALL BUSINESS REFERENCE NUMBER</p>
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25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? (If YES, provide justification)

NO YES

SCM 7.80(A)(3)

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE	DATE SIGNED
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