

NO.

NAME

Operation leaf year

087

USAO NUMBER 2006RO1181

CRIMINAL COMPLAINT

COURT DOCKET NO. _____

DJ FILE NO. _____

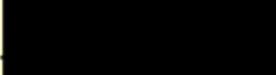
THE CONTENTS OF THIS FILE ARE SUBJECT TO THE PROVISIONS OF THE PRIVACY ACT (5 U.S.C. 552a).

United States Attorney

SOUTHERN District of FLORIDA

VISION Northern / Crim. 1 COUNTY PALM BEACH

DEFENDANTS:
OPERATION LEAP YEAR

ASSIGNED TO 

NATURE OF OFFENSE Internet solicitation;
interstate travel to have sex
with a minor

CODE SECTIONS 18 USC 2422, 2423

DATE OF OFFENSE _____

GOVT. AGENCY FBI 

STAT. OF LIMITATIONS _____

DEFENSE COUNSEL:

BOND (AMOUNT, DATE AND SURETY) _____

ARREST _____ PLEA _____

SEE ALSO FILE NO. _____

ARREST _____ INDICT BY _____ INDICTMENT _____ TRIAL _____

DATE	CODE	REMARKS	INITIALS

CLERK

Case Name: U.S. OPERATION LEAP YEAR

Matter #: _____
USAO#: _____

18 U.S.C. § 208 is a criminal conflict of interest statute that prohibits me from participating personally and substantially in an official capacity in any particular matter in which I have a financial interest or in which certain persons or organizations whose interests are imputed to me have a financial interest if the particular matter will have a direct and predictable effect on that interest. This statute is in addition to any state bar professional conduct rules that may apply.

- I understand that *personal and substantial participation* may encompass activities ranging from merely advising on strategy to signing pleadings or trying a case.
- I understand that a *particular matter* includes both specific party matters, as well as more general matters that focus on an identifiable group (e.g., a policy determination that more resources will be spent pursuing institutions [REDACTED] individuals committing health care fraud).
- I understand that *financial interest* is the potential for gain or loss as a result of governmental action and that such interests typically arise through ownership of stocks or sectored mutual funds, outside activities/employment, and spousal employment.
- I understand that those *interests imputed to me* include those of my spouse, minor children, general partners, any organization in which I serve as officer, director, trustee, general partner or employee, and any person or organization with whom I am negotiating for or have any arrangement concerning prospective employment.
- I understand that a direct and predictable effect occurs when there is a close causal relationship between the matter and my financial interest or the financial interest held by someone whose interests are imputed to me. The effect may be *positive or negative*. The *magnitude* of the gain or loss is *immaterial*.

I certify that, to the best of my knowledge, this matter will not directly and predictably affect my financial interests or those interests imputed to me and my participation in this matter will not violate 18 U.S.C. § 208.

date 5/23/06

(Printed Name)

If you cannot certify to the above statement, do not take any action on the case and immediately contact your supervisor or your Ethics Advisor.

5 C.F.R. § 2635.502, the impartiality rules, prohibits me from participating in a specific party matter that I know is likely to affect the *financial interests of a member of my household* or in which someone with whom I have a *covered relationship* is or represents a party.

- I understand that I have a *covered relationship* with the following:
anyone with whom I have or seek a business, contractual, or financial relationship;
a relative with whom I have a close personal relationship;
anyone for whom my spouse, parent or dependent child serves or seeks to serve as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee;
- anyone for whom I worked in the last year as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, or employee; and
an organization in which I am an active member.

I certify that, to the best of my knowledge, this matter is not likely to affect the financial interest of a member of my household, and no one with whom I have a covered relationship is or represents a party in this matter. Therefore, my participation will not violate 5 C.F.R. § 2635.502.

date 5/23/06

(Printed Name)

If you cannot certify to the above statement, do not take any action on the case and immediately contact your supervisor or your Ethics Advisor.

I acknowledge my *ongoing responsibility* to be aware of the potential for conflict or the appearance of a conflict and to disclose any financial or personal interest as described above that would become involved in or be affected by the matter as soon as it is known to me.

date 5/23/06

(Printed Name)

**U.S. ATTORNEY'S OFFICE
SOUTHERN DISTRICT OF FLORIDA
CRIMINAL MATTER/CASE INITIATION FORM**

USAOID _____

MAG NO. _____

COURT NO. _____

RELATED CASE NO. _____

PARTICIPANTS:

A. OPERATION LEAP YEAR
B. _____
C. _____

D. _____
E. _____
F. _____

SUMMARY OF FACTS: Internet Solicitation - Interstate travel to have sex with a minor.

PRIMARY CHARGE: 18 USC 2422(b), 2423(b)

EST FINANCIAL MAGNITUDE: _____

OFFENSE DATE FROM _____ DATE TO _____

PRIORITY: (Check one)

- N National Priority Only B Both National & District Priority
 D District Priority Only X Neither National nor District Priority

AGENCY INFORMATION:

Who is the investigating agency?

Agency Name: FBI

Agency File Number: _____

Agent Name and Telephone Number: S/A [REDACTED] / [REDACTED] cell

Second Agency Name: _____

Second Agency's File Number: _____

Second Agency's Agent Name and Telephone Number: _____

CHECK ALL THAT APPLY:

- This case involves TRIGGERLOCK Defendant(s)
 Offense discovered as results of (NICS) Brady Yes No
 This case involves Victim(s) Non Government Witnesses or both.
 Forfeiture of Assets may be involved.
 OCDETF Case
Operation Name: _____ OCDETF Number: FC/FLS/ _____
 Special targets or subjects are involved:
 Attorneys Police Officers
 Public Officials Members of the Medical Profession
 Civil Servants
 Responsibility for the case is shared with DOJ through joint litigation or DOJ required oversight. (Cases within this category, for which DOJ information must be provided, include all Tax, Environmental, FDA and Civil Rights Cases)
DOJ Division: _____
DOJ File or Tax Division Number: _____
DOJ Attorney and Telephone Number: _____

REVIEWED FOR ACCURACY & COMPLETENESS; ACCEPTED FOR CASE INITIATION

ASSIGNED TO: AUSA [REDACTED]

SUPERVISORY AUSA SIGNATURE: [REDACTED]

DATE 5/31/06

PROGRAM CATEGORY (Check ALL categories that apply)
(priorities are listed in parentheses)

OFFICIAL CORRUPTION

- ___ Fed. Corruption-Procurement (N=ALL) (011)
- ___ Fed. Corruption-Program (N=ALL) (012)
- ___ Fed. Corruption-Law Enforcement (N=ALL) (013)
- ___ Fed. Corruption-Other (N=ALL) (014)
- ___ State Corruption (N=High Officials) (015)
- ___ Local Corruption (N=High Officials) (016)
- ___ Other Official Corruption (01Z)

ORGANIZED CRIME

- ___ Organized Crime-Traditional (020)
- ___ Organized Crime-Emerging Organizations (021)

WHITE-COLOR CRIME/FRAUD

- ___ Fed. Procurement Fraud (N=\$25,000 +) (031)
- ___ Fed. Program Fraud (N=\$25,000 +) (032)
- ___ Tax Fraud (N=DOJ Tax Authorized) (033)
- ___ OFinancial Institution Fraud (036)
- ___ Bankruptcy Fraud (N=\$100,000 +) (037)
- ___ Advance Fee Schemes (N=\$1000,000 + 10 or more victims) (038)
- ___ Other Fraud Against Business (Credit Card) Fraud (039)
- ___ Consumer Fraud (N=\$100,000 + or 25 or more victims) (03A)
- ___ Securities Fraud (N=\$100,000 +) (03B)
- ___ Commodities Fraud (N=\$100,000 +) (03C)
- ___ Other Investment Fraud (N=\$100,000 +) (03D)
- ___ Computer Fraud (N=ALL) (03F)
- ___ Health Care Fraud (N=\$25,000 + or bribes) (03G)
- ___ Fraud Against Insurance Providers (N=\$100K + /Arson=\$250K +) (03H)
- ___ Telemarketing Fraud (03S)
- ___ Insider Fraud Against Insurance Providers (N=ALL) (03J)
- ___ MEWA/MET (Multiple Employer Welfare Arrangements and Multiple Employer Trust Fraud (N=\$100,000 +) (03K)
- ___ Antitrust Violations-Airlines (03M)
- ___ Antitrust Violations-Banking (03N)
- ___ Antitrust Violations-Defense Procurement (03P)
- ___ Antitrust Violations-Extraterritorial Application (03Q)
- ___ Antitrust Violations-Financial Markets other than banking (03R)
- ___ Antitrust Violations-Other (if no specific code applies) (03E)
- ___ Other White-Collar Crime/Fraud (03Z)

DRUGS

- ___ Drug Dealing (N=CCE; RICO; DEA Class I violator; movement of \$100,000 +; level 38 drug amounts; large criminal drug trafficking organization) (040)
- ___ Simple Drug Possession (21 :00844 only) (045)
- ___ OCDETF (N=ALL) (047)

CIVIL RIGHTS

- ___ Other (If no specific code applies) (050)
- ___ Law Enforcement (05D)
- ___ Slavery/Involuntary Servitude (05E)
- ___ Racial Violence (05F)
- ___ Access to Clinic Entrances (18 U.S.C §248) (05G)
- ___ Hate Crimes Sep 11, 2001 Terrorist Attacks on the U.S. (05H)

OPERATION TRIGGERLOCK

- ___ Firearms cases (053)
- ___ Firearms cases (Brady Violation) (054)
- ___ 18 U.S.C. 922(a)(6), 924(a)(1)(A), 1001

IMMIGRATION

- ___ Immigration & Nationality Act (055)

CRIMES AGAINST GOVERNMENT PROPERTY

- ___ DOMESTIC VIOLENCE (056)

GOVERNMENT REGULATORY OFFENSES

- ___ Counterfeiting and forgery of U.S. Government Currency or Securities (N=ALL) (061)
- ___ Customs-Duty (N=\$25,000/one or \$500,000 more than one) (062)

- ___ Customs-Currency (063)
- ___ (N=\$25,000/one or \$50,000/more than one)
- ___ Energy Pricing & Related Fraud (N=\$500,000 or illegal pricing) (064)
- ___ Health & Safety-Employees (N=life endangering) (066)
- ___ Copyright Violations (N=\$500,000 + and three or more states) (069)
- ___ Trafficking in Contraband Cigarettes (N=\$100,000+) (06A)
- ___ Wildlife Protection (06B)
- ___ Marine Resources (06C)
- ___ Energy Violations (06D)
- ___ Environmental Crime (06E)
- ___ Money Laundering/Structuring (Narcotics) (06F)
- ___ Money Laundering/Structuring (Other) (06G)
- ___ Other Government Regulatory Offenses (06Z)

INDIAN OFFENSES

- ___ United States had jurisdiction (065)

INTERNAL SECURITY OFFENSE

- ___ Internal Security (070)

ANTI-TERRORISM

- ___ International Terrorism (071)
- ___ Domestic Terrorism (N=ALL) (072)
- ___ Terrorism Related Hoaxes (073)
- ___ Terrorist Financing (076)
- ___ OCDETF - Anti-Terrorism/Environment (07A)
- ___ OCDETF - Anti-Terrorism/Identity Theft (07B)
- ___ OCDETF - Anti-Terrorism/Immigration (07C)
- ___ OCDETF - Anti-Terrorism/OCDETF Drugs (07D)
- ___ OCDETF - Anti-Terrorism/Non-OCDETF Drugs (07E)
- ___ OCDETF - Anti-Terrorism/Violent Crime (07F)
- ___ OCDETF - Anti-Terrorism/All Others (07G)

OFFENSES INVOLVING THE ADMINISTRATION OF JUSTICE

- ___ Offenses Involving the Administration of Justice (074)

INTERSTATE THEFT

- ___ ITSP - 18 U.S.C. 659, 2117, 2314, etc.... (075)

LABOR MANAGEMENT OFFENSE

- ___ Union Official Corruption-Pension, Benefit Funds, (N=\$25,000) (08A)
- ___ Union Official Corruption-Bribery, Kickbacks (N=\$5,000+) (08B)
- ___ Labor Racketeering (N=ALL) (08C)
- ___ Other Labor/Management Offenses (08Z)

FUGITIVE CRIMES

- ___ Escape, Failure to Appear, Bond Jump (081)

POSTAL SERVICE CRIMES

- ___ 18 U.S.C. 1708, 1709, 495, 510, etc..... (082)

BANK ROBBERY

- ___ 18 U.S.C. 2113 (083)

ASSIMILATED CRIMES

- ___ 18 U.S.C. 0007(3), 0013, etc.... (084)

ELECTION FRAUD

- ___ 18 U.S.C. 371, 911, 1341-1343 (085)

MOTOR VEHICLE CRIMES

- ___ 18 U.S.C. 2312, 2313, etc..... (086)

PORNOGRAPHY/OBSCENITY

- ___ 18 U.S.C. 2251-2256 (Child Protection Act of 1984) (087)
- ___ 18 U.S.C. 1461-1465 (Obscenity) (087)

THEFT OF GOVERNMENT PROPERTY

- ___ U.S.C. 641, etc... Excluding white collar under 031-03Z (088)

OBSCENITY

- ___ 18 U.S.C. 1461, 1465 or U.S.C. 223 (089)

OTHER CRIMINAL PROSECUTIONS

- ___ X All Others Not Covered Above (090)

DOMESTIC VIOLENCE

- ___ 18 U.S.C. 2261-2262; 922(g)(8), 922(g)(9) (091)

REGION/DIVISION/SECTION CODES

SOUTHERN REGION

- ___ ECS ECONOMIC CRIMES SECTION
- ___ ENS ENVIRONMENTAL CRIMES SECTION
- ___ NAH HIDTA
- ___ PCS PUBLIC CORRUPTION SECTION
- ___ SMP MAJOR PROSECUTIONS SECTION
- ___ SNS NARCOTICS SECTION
- ___ CRD CIVIL RIGHTS SECTION
- ___ EXE EXECUTIVE DIVISION

CENTRAL REGION

- ___ CC1 CENTRAL CRIMINAL ONE
- ___ CC2 CENTRAL CRIMINAL TWO
- ___ OCS ORGANIZED CRIME

NORTHERN REGION

- ___ X NC1 NORTHERN CRIMINAL I
- ___ NC2 NORTHERN CRIMINAL II
- ___ FTP FORT PIERCE OFFICE

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1699
CONNECTION TEL 19543566964
SUBADDRESS
CONNECTION ID
ST. TIME 06/01 17:09
USAGE T 00:49
PGS. SENT 4
RESULT OK

**United States Attorney's Office
Southern District of Florida
500 S. Australian Ave., Suite 400
West Palm Beach, FL 33401-6235**



DATE: June 1, 2006

TO: [REDACTED] Docketing

ORGANIZATION: USAO/Ft. Lauderdale

FAX #: [REDACTED]

SUBJECT: In the Matter of: **Operation Leap Year**

FROM: [REDACTED], Legal Assistant
[REDACTED], Extension 3032
[REDACTED] (Fax)

NUMBER OF PAGES, INCLUDING THIS PAGE: 4

COMMENTS: Please see attached case that needs a USAO/LIONS #.
If you have any questions or concerns, please feel free to contact me.
Thanks!

EFTA00187122

United States Attorney's Office
Southern District of Florida
500 S. Australian Ave., Suite 400
West Palm Beach, FL 33401-6235



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FROM: [REDACTED] Legal Assistant
[REDACTED], Extension 3032
[REDACTED] (Fax)

NUMBER OF PAGES, INCLUDING THIS PAGE: 4

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Thanks!

Original document: To follow via regular mail
 To follow via Federal Express
 To follow via interagency mail
 To follow via hand delivery
 To follow via email
 Nothing to follow, FAX = original

HP: /
10,205,641,143 /

EXPERT WITNESS FORMS

RECEIVED
MAY 04 2007
PROCUREMENT

Contract/Purchase Order No.: 7L-USA-04-0207

Part I - Request for Services			
1. Requesting Official (Name & Title) [Redacted]	2. Signature of Requesting Official [Redacted]	3. Point of Contact (Name and Tel.) [Redacted]	4. Date of Request 10/26/2006
5. Preparer (Name & Tel.) [Redacted]	6. Originating Office (Name & Address) USAO WPB 500 S. Australian Ave, Suite 400 West Palm Beach, FL 33401	7. Case Name, Court & Ct. Docket No. Operation Leap Year	8. DJ File No./USAO No. [Redacted]
9. Contractor (Name and Tel.) Anna Salter, Ph.D. [Redacted]	10. Contractor Mailing Address [Redacted]	11. Contractor TIN or SSN (individual) [Redacted]	12. Contractor Specialty Licensed Psychologist NRHCP

13. Reason for Request (Place an "X" in the applicable Box in the Left Column)

<input type="checkbox"/>	13.a. Expert Testimony on Behalf of U.S.
<input type="checkbox"/>	13.b. Deposition Conducted by DOJ Attorney
<input type="checkbox"/>	13.c. Medical Examination of Plaintiff/Witness/Defendant in Contemplation of Testimony on Behalf of U.S.
<input type="checkbox"/>	13.d. Examination Under 18 USC 4241, Mental Competency to Stand Trial Only
<input type="checkbox"/>	13.e. Dual Purpose Psychiatric Examination (Time of Offense and Competency to Stand Trial) on the motion of:
<input type="checkbox"/>	13.f. ADR Neutral Services
<input checked="" type="checkbox"/>	13.g. Litigative Consultant Services
<input type="checkbox"/>	13.h. Other (explain below):

Attach the Statement of Work to this Form

14. Negotiated Contractor Rates, Estimated Expenses, and Performance Dates (Note: Expenses incurred must be supported by receipts)

Service/Expense	Performance Dates (From-To)	Hour/Day	Quantity	Rate	Total
14.a. Examine Case					\$0.00
14.b. Prepare Testimony					\$0.00
14.c. Court Testimony					\$0.00
14.d. Deposition					\$0.00
14.e. Litigative Consultant/Neutral	05/07/07 - 06/29/07	HOUR	6.00	250.00	\$1,500.00
14.f. Per Diem (if not part of fee)		Day			\$0.00
14.g. Privately Owned Vehicle (NTE coach rate)		Mile			\$0.00
14.h. Common Carrier Transportation Via GTA					
14.i. Common Carrier Transportation Reimbursed					
14.j. Miscellaneous					
14.k. Total Estimated Expenses					\$1,500.00

15. Submit Invoices & EFT Information to: Attn: Procurement Dept. US Attorneys Office 99 NE 4th Street Miami, FL 33132	16. Payment will be made by: (Place an "X" in the applicable Box and fill-in if not JMD/Finance) <input checked="" type="checkbox"/> U.S. Department of Justice JMD/Finance Staff [Redacted] Washington, DC 20530-0001
--	--

2007 MAY -3 AM 10:56

RECEIVED

Contract/Purchase Order No.: 7L-USA-04-0207

Part II - Funding Approval

17. Appropriation Data

17.a. Authorized Amount 1500.00	17.b. YREGDOC G04 10111	17.c. Cost Center 0E4004	17.d. OBL Month 0705	17.e. Sub Object Code (SOC) 1127
17.f. Remarks PROG. OTM				

Note: The FEW Appropriation (15X0311) shall ONLY be used to fund Witness Services (i.e., items 13.a through 13.e above)

18. Funding Amount (Place an "X" in the applicable Box in the Left Column and fill-in the Amount and Performance Period)

X	18.a. Fully Funded This Contract is FULLY FUNDED in the amount specified in Block 18.b to cover the estimated costs of the ENTIRE project whose performance period is specified in Block 18.c. This amount shall NOT be exceeded without authorization and written modification of this contract by the Contracting Officer.	18.b. Amount \$1500.00	18.c. Period (From - To) 5/07 - 6/07
	18.d. Incrementally Funded This Contract is INCREMENTALLY FUNDED: The total estimated cost of the project is specified in Block 14.k. Currently, funding is provided only in the amount specified in Block 18.e to cover estimated costs incurred during the performance period specified in Block 18.f. The amount specified in Block 18.e shall NOT be exceeded without authorization and written modification of this contract by the Contracting Officer.	18.e. Amount	18.f. Period (From - To)

Reminder: Witnesses are not entitled to Advance Payments.

19. Funding Approval

19.a. [Redacted]	19.b. Name & Title of Approving Official [Redacted]	19.c. Date Approved 5/4/07
------------------	--	-------------------------------

Part III - Contract

This contract consists of the documents listed below. In the event of any inconsistency among the following documents, such inconsistency shall be resolved in the order in which said documents are listed.

- (1) OBD Form 47, Request, Authorization and Contract for Services of Expert Witness, Litigative Consultant, or ADR Neutral, consisting of 2 pages.
- (2) Attachment 1, Contract Terms, Conditions, and Procedures, consisting of 3 pages.
- (3) Attachment 2, Statement of Work.
- (4) The Contractor's proposal, incorporated herein by reference.

By signing this document, the Contractor agrees to perform services as described herein in accordance with the terms, conditions, and rates set forth in this contract.

The Contractor also certifies that, to the best of its knowledge, there is nothing derogatory in the background of its employees that could impugn testimony given by these employees or work products delivered by the Contractor.

~~This contract shall not become effective until signed by an authorized representative of the Contractor AND the Contracting Officer.~~

20. Contractor Signature

20.a. Signature of Authorized Person [Redacted]	20.b. Name and Title of Signer Anna @ Salter, Ph.D.	20.c. Date Signed 5/18/07
--	--	------------------------------

21. Contracting Officer Signature

21.a. Signature of Contracting Officer [Redacted]	21.b. Name of Contracting Officer [Redacted]	21.c. Date Signed 5/4/07
--	---	-----------------------------

Contract/Purchase Order Number: 7L-USA-04-0207

Attachment 1 – Contract Terms, Conditions and Procedures

A. General Contract Terms and Conditions

A.1	Inspection and Acceptance. Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the Government.
A.2	Invoice Requirements. After services are rendered, the Contractor shall prepare an invoice and submit it to the individual identified in Block 15 of this Contract (page 1 of Form OBD-47). To constitute a proper invoice, the invoice must contain the following information: (i) The name and Taxpayer Identification Number (TIN) of the business entity or individual (if an individual has no TIN, the Social Security Number may be used); (ii) The date of the invoice; (iii) A description, itemization, and price for all services rendered and miscellaneous expenses incurred; (iv) The date or the period of time over which the services were rendered; and (v) The name, telephone number, and complete mailing address of the responsible official to whom payment is sent. The invoice must also be accompanied by any travel receipts or receipts for miscellaneous expenses to substantiate the invoice amount. The Government case attorney will certify on the invoice that the services were received and the date the services were accepted. The Government case attorney will then forward the approved invoice and Form OBD-47 to the appropriate person within the litigating office for further processing.
A.3	Payment by Electronic Funds Transfer. The Government reserves the right to make payments to the Contractor via Electronic Funds Transfer (EFT) in accordance with FAR clause 52.232-34, incorporated by reference into this Contract. If payment is to be made via EFT, the Contractor shall prepare Part II of Form OBD-47A. The form shall be completed by the Contractor and submitted to the address shown in Block 15 of this Contract (page 1 of Form OBD-47).
A.4	Interest on Overdue Payments. (i) The Prompt Payment Act, Public Law 99-177 (96 Stat. 85, 31 U.S.C. 1801, as amended) is applicable to payments under this Contract and requires the payment of interest on overdue payments and improperly taken discounts; (ii) Determination of interest due will be made in accordance with the Provisions of the Prompt Payment Act.
A.5	Payment Inquiries. All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the Department of Justice Vendor Assistance Hotline [REDACTED].
A.6	Use of Taxpayer Identification Number. In accordance with the requirements of the Debt Collection Act of 1996, Public Law 104-134, it is the intent of the Department of Justice to use your Taxpayer Identification Number for purposes of collecting and reporting on any delinquent amounts arising out of your relationship with the Government.
A.7	Contractor's Proposal. The Contractor's proposal to furnish the services under this Contract is hereby incorporated by reference into this Contract. In the event of any inconsistency between the Contractor's proposal and this Contract, this Contract shall be considered a superseding document.

B. Federal Acquisition Regulation Clauses Incorporated by Reference

This Contract incorporates the following Federal Acquisition Regulation (FAR) clauses by reference, with the same force and effect as if the clauses were given in full text. Upon request, the litigating component's administrative or procurement office will make the full text available. Also, the full text may be accessed electronically at the following Internet address: <http://www.arnet.gov/far/>. The effective date of each FAR clause listed below is that which is current at the time this Contract is executed by both parties.

B.1 The following FAR clauses apply to all contracts (the FAR clause number is in the left column and clause title in the right)

52.225-13	Restrictions on Certain Foreign Purchases
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts
52.232-25	Prompt Payment
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration
52.233-4	Applicable Law for Breach of Contract
52.243-3	Changes – Time-and-Materials or Labor-Hours
52.246-6	Inspection – Time-and-Material or Labor-Hour
52.249-6	Termination (Cost Reimbursement), Alternate IV

B.2 The following FAR clause is added to the clauses in Block 18.a for those contracts valued at \$100,000 or less

52.213-4	Terms and Conditions – Simplified Acquisitions (other than Commercial Items)
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B.3 The following FAR clauses are added to the clauses in Blocks B.1 and B.2 for those contracts valued at more than \$100,000

52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government

Contract/Purchase Order Number: 7L-USA-04-0207

52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Recision, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Limitations on Payments to Influence Certain Federal Transactions
52.204-4	Printing/Copying Double-Sided on Recycled Paper
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-2	Audit and Records--Negotiation
52.219-8	Utilization of Small Business Concerns
52.222-3	Convict Labor
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Disabled and Veterans of the Vietnam Era
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans
52.223-6	Drug-Free Workplace
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.232-8	Discounts for Prompt Payment
52.232-17	Interest
52.232-23	Assignment of Claims
52.233-1	Disputes
52.233-3	Protest After Award
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.242-13	Bankruptcy
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.247-63	Preference for U.S. Flag Air Carriers

C. Other Full Text Clauses

This Contract incorporates one of the following two clauses (C.1 or C.2) depending upon whether the Contract is FULLY FUNDED or INCREMENTALLY FUNDED, as specified in Part II, Block 18 of this Contract (Form OBD-47). This contract also incorporates Clause C.3 which describes required Contractor residency requirements.

C.1 Limitation of Cost

NOTE: This clause applies to FULLY FUNDED contracts.

- (1) The parties to this Contract estimate that performance of this Contract will not cost the Government more than the estimated cost specified elsewhere in this Contract. The Contractor agrees to use its best efforts to perform the work within the estimated cost specified in the Contract.
- (2) The Contractor shall notify the Contracting Officer whenever it has reason to believe that – (1) the costs the Contractor expects to incur under this Contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Contract; or (2) the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated.
- (3) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this Contract.
- (4) Except as required by other provisions of this Contract – (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost specified in the Contract or (2) the Contractor is not obligated to continue performance under this Contract or otherwise incur costs in excess of the estimated cost specified in the Contract, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this Contract.
- (5) The Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost to the Government specified in the Contract, whether those costs were incurred during the course of the Contract or as a result of termination.

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- (6) If the estimated cost specified in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- (7) If this Contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Contract, based upon the share of costs incurred by each.

C.2 Limitation of Funds**NOTE: This clause applies to INCREMENTALLY FUNDED contracts.**

- (1) The parties to this Contract estimate that performance of this Contract will not cost the Government more than the estimated cost specified on Page 2, Part II of this Contract (Form OBD-47) hereof. The Contractor agrees to use its best efforts to perform the work specified in the Contract.
- (2) Page 2 of the Contract (Form OBD-47) specifies the amount presently available for payment by the Government and allotted to this Contract and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the Contract up to the full estimated cost to the Government specified in the Contract. The Contractor agrees to perform, or have performed, work on the Contract up to the point at which the total amount paid and payable by the Government under the Contract approximates but does not exceed the total amount actually allotted by the Government to the Contract.
- (3) The Contractor shall notify the Contracting Officer whenever it has reason to believe that the costs it expects to incur under this Contract in the next 30 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Contract by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Contract.
- (4) Thirty (30) days before the end of the period specified on Page 2 of this Contract (Form OBD-47), the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Contract or for any further period specified in the Contract and when the funds will be required.
- (5) If, after notification, additional funds are not allotted by the end of the period specified on Page 2 of this Contract or another agreed-upon date, upon the Contractor's written request, the Contracting Officer will terminate this Contract on that date in accordance with the provisions of the Termination clause of this Contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this Contract on that later date.
- (6) Except as required by other provisions of this Contract – (1) the Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this Contract; and (2) the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount then allotted to the Contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this Contract.
- (7) The estimated cost shall be increased to the extent that the amount allotted by the Government exceeds the estimated cost specified in the Contract.
- (8) Nothing in this clause shall affect the right of the Government to terminate this Contract. If this Contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Contract, based upon the share of costs incurred by each.
- (9) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Contract equaling the percentage of completion of the work contemplated by this Contract.

C.3 Contractor Employee Residency Requirement

All contractor employees assigned to this contract and working within the United States shall meet the DOJ Residency Requirement. The Residency Requirement states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

This requirement can be waived for short-term (i.e., those employees performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized or unique skills (for example, interpreters for rare foreign languages). These individuals must be United States citizens or Permanent Resident Aliens. A waiver request from the head of the Component outlining the extenuating circumstances along with the requisite contractor clearance package shall be submitted through the Contracting Officer's Technical Representative (COTR) to the Department Security Officer (DSO) for approval. Each waiver request will be reviewed by the DSO and a determination made on a case-by-case basis.

Additionally, a contractor employee who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the Allied Countries List are subject to change, the head of the Component shall review the following website for current information:
<http://www.opm.gov/employ/html/Citizen.htm>.

U.S. Department of Justice

Request, Authorization and Contract
for Services of Litigative Consultant

Operation Leap Year, 2006R01181

Contract No. 7L-USA-04-0207

Attachment 2
Litigative Consultant Statement of Work

The United States Attorneys' Office (USAO) conducts litigation in the Southern District of Florida on behalf of the United States of America. Frequently, there is a need for litigative consultant work prior to a case going to trial and during the trial. When appropriate, and pursuant to guidelines implemented by the Department of Justice, a USAO may enter into agreements with litigative consultants, functioning as independent contractors, to conduct record reviews and data analyses by written report. In this particular case, the USAO has determined that a litigative consultant is in litigation for the government and such services are not available from the agency being represented or from another agency.

Through this statement of work, the USAO is seeking the services of a contractor to review records, analyze data, interview witnesses, and other work pertinent to the case.

Summary of Case

This case involves the solicitation of more than 12 minors to engage in prostitution and interstate travel to engage in sexual activity with minors. The case currently is under investigation. Four (4) targets have been identified to date.

Retention

Dr. Anna Salter is needed to serve as a consultant prior to indictment regarding the psychological traits of the defendant, obstacles in interviewing victims of sexual exploitation, and the effects of sexual abuse on victims.

Dr. Anna Salter will be available to commence work for the USAO upon receipt of an executed copy of this Agreement or a verbal notice to proceed. Dr. Anna Salter agrees not to work for any other person or party involved in this case on matters relating to this case for thirty (30) days after she is verbally retained, or upon acceptance of this Agreement, unless notified earlier by the USAO. Should the thirty (30) days lapse without receipt of an executed agreement or notice to proceed, Dr. Salter is free to accept work from any other party.

Scope of Work

Dr. Anna Salter shall provide all plant, labor, material and equipment except as otherwise provided to perform litigative consultant services as required by USAO and in connection with such services agrees to perform such document review, studies and research by written report as an litigative consultant with respect to Dr. Salter's findings.

Dr. Anna Salter may assist the USAO in the obtaining of one or more additional consultants, as needed to support the contractor in person or by written report, who are competent and willing to render a scientifically-supportable opinion and sign an appropriate affidavit, acceptable to the consultant, prepared by the USAO, based upon the findings of the consultant and the facts of the Case.

Dr. Anna Salter must exercise neutrality and maintain independence. Dr. Salter shall determine the manner in which the services are to be performed and the specific hours to be worked by Dr. Salter.

Dr. Anna Salter will be of good professional standing and moral character, generally board eligible or board certified in the area of specialty or having other appropriate qualifications through training or experience; to act as the USAO's litigative consultant in the Case, the rendering of oral and written opinions, the signing of affidavits, and directly consulting with the USAO.

The full scope of Dr. Salter's work will be determined as the matter proceeds, and will be subject to the needs and requests of USAO. Occasionally , the complexity of the case requires more review hours than initially estimated. Any time it becomes apparent to Dr. Salter that she will need to exceed the time and cost estimates provided to complete her work, she will provide USAO with a revised estimate and shall proceed only after being granted permission by USAO.

U.S. Department of Justice

**Request, Authorization and Contract
for Services of Litigative Consultant**

Contract No. 7L-USA-04-0207

**Addendum
Attachment 2
Litigative Consultant Statement of Work**

Relationship of the Parties

Notwithstanding any provision hereof, for all purposes of this Agreement Dr. Anna Salter shall be and act as an independent Dr. Anna Salter and not an employee of the USAO, thereby incurring all expenses associated with the work, including any overhead and other direct costs not directly related to the performance of this engagement. The USAO will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for Dr. Anna Salter. Dr. Anna Salter shall make no representation as an agent, employee, partner, or joint venturer of USAO. Dr. Anna Salter shall have no authority to bind nor attempt to bind USAO or incur other obligations on behalf of USAO. Dr. Anna Salter is an independent Dr. Anna Salter and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance; and Dr. Anna Salter agrees to defend, indemnify and hold USAO harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of an alleged failure by Dr. Anna Salter to satisfy any such obligations or any other obligation (under this Agreement or otherwise). If Dr. Anna Salter is a corporation, it will ensure that its employees and agents are bound in writing to Dr. Anna Salter's obligations under this Agreement.

Confidentiality

Dr. Anna Salter recognizes that the USAO has and will have privileged law enforcement information, as well as non-privileged information obtained from federal agencies and employees, and other proprietary information (collectively "information") which are valuable, special and unique assets of the USAO. Dr. Anna Salter agrees that other than provided by law, will at no time or under any circumstances, directly, or indirectly, divulge, disclose, or communicate such information to a third party, or use it for its own benefit without the prior written permission from the USAO. Dr. Anna Salter may disclose such information to its employees and subDr. Anna Salters, who may be working on the case, in order to facilitate testimony to be provided by the litigative Dr. Anna Salter in person or by written report, unless notified to the contrary by the USAO. Dr. Anna Salter and its employees and subDr. Anna Salters, will protect the information and treat it as strictly confidential.

In the performance of services under this contract, Dr. Anna Salter, its employees and/or its subDr. Anna Salters may be required to perform operations, have access to, or handle data which contain sensitive, proprietary, or privacy information or data such as, but not limited to, review or to an individuals' tax records or medical records (such as patient files or prescription records), or other materials containing individual tax or medical information (such as medical utilization reports from carriers, workers' compensation claim files, personnel files, or court records which include medical or tax reports). Dr. Anna Salter agrees that the following additional safeguards apply to such information:

- 1) Dr. Anna Salter shall be responsible for safeguarding the information or data while under the control of or available to Dr. Anna Salter and to prevent it from being compromised, altered, damaged, lost, or improperly disseminated. Dr. Anna Salter shall use such information solely for purposes of the particular court case.
- 2) Access to any such information or document should be strictly limited to persons with a legitimate and compelling need for that information, such as support staff needed to assist in the preparation of testimony in person or by written report. Dr. Anna Salter shall ensure that any such persons use such information solely for purposes of the particular court case and protect the confidentiality of such information.
- 3) Dr. Anna Salter shall ensure that all records are maintained securely so that access is strictly limited.
- 4) At the end of Dr. Anna Salter's engagement in this matter, all copies of such records shall be returned to the USAO.
- 5) All questions about these safeguards and the records which they cover shall be directed to the AUSA.
- 6) The confidentiality provisions of this Section hereof shall survive any termination of this Agreement.

Conflict of Interest

Dr. Anna Salter warrants that he is under no obligation to any other entity that in any way conflicts with this Agreement, that he is free to enter into this Agreement, and is under no obligation to consult for others in matters covered by this Agreement. Dr. Anna Salter shall not, during the term of this Agreement, perform consulting services for others in any related cases within the scope of this Agreement but shall have the right to perform consulting services for others outside the scope of this Agreement.

If, for any reason, the USAO or Dr. Anna Salter determines that Dr. Anna Salter and/or an employee or subDr. Anna Salter of Dr. Anna Salter faces a potential, perceived, or real conflict of interest, the USAO shall notify Dr. Anna Salter or Dr. Anna Salter shall notify the USAO of the potential, perceived, or real conflict of interest and Dr. Anna Salter and/or contract employee or subDr. Anna Salter shall cease all work on or reassign the task or proceed at the discretion of the USAO. At the USAO's option, Dr. Anna Salter may provide an acceptable replacement.

Government Liability

The United States, its agents, agencies, departments, employees, and/or contracting officials shall not be liable for any injury to Dr. Anna Salter, its subDr. Anna Salters, agents, personnel, or damage to Dr. Anna Salter property unless the injury or damage is due to negligence on the USAO's part and may be recoverable under the Federal Tort Claims Act.

Return of Records

Upon termination of this Agreement, Dr. Anna Salter will deliver all records, notes, data or memorandum that was received from the USAO, and are in Dr. Anna Salters possession or under Dr. Anna Salter's control and are the USAO's property or relates to the USAO's business. Dr. Anna Salter may properly destroy this material upon permission of the USAO.

Contract/Purchase Order Number: 7L-USA-04-0207

Part I - Procurement Data

The Office of Federal Procurement Policy Act, as amended, 41 U.S.C. 401 et. seq., requires that the Government collect certain procurement data and then disseminate it to Congress, the Executive Branch, and the private sector. Prior to award of this Contract, the Contractor shall provide information responsive to the below data request. Data from this section will be entered by the Government into the Federal Procurement Data System - Next Generation (FPDS-NG) operated by the General Services Administration (GSA).

The Contractor, prior to, or immediately upon, award of this Contract, shall furnish the information below to the Contracting Officer.

a. Type of Organization (Place an "X" in the applicable Box to the left of all that apply)

<input checked="" type="checkbox"/>	Small Business *	<input type="checkbox"/>	Non Profit Organization
<input type="checkbox"/>	Small Disadvantaged Business	<input type="checkbox"/>	State/Local Government
<input type="checkbox"/>	Large Business	<input type="checkbox"/>	Foreign Contractor
<input type="checkbox"/>	Educational Institution	<input type="checkbox"/>	Domestic Contractor Performing Outside U.S.
<input type="checkbox"/>	Hospital	<input type="checkbox"/>	Historically Black College/University or Minority Institution
<input type="checkbox"/>	Service Disabled Veteran Owned Small Business	<input type="checkbox"/>	Other Veteran Owned Small Business

* "Small Business" is defined as having average annual sales not exceeding \$5 million.

b. Women-Owned Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	c. Taxpayer Identification Number (TIN) [may be Social Security No. or Employer Identification No.] [REDACTED]	d. Data Universal Numbering System (DUNS) [if you do not have a DUNS: contact DOJ Contracting Officer, call [REDACTED], or go to www.dnb.com] [REDACTED]
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e. Parent Company's Name (if applicable)	f. Parent Company's TIN (if applicable)
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Part II - Payment Data

The Contractor, prior to or immediately upon award of this contract, shall furnish the information requested in Blocks b and c below to the address shown in block 15, page 1 of 2 of this contract (Form OBD-47), unless the Government determines that payment to the Contractor will not be made via Electronic Funds Transfer (EFT).

a. Agency Information Name: U.S. Department of Justice JMD/Finance Staff Street Address: [REDACTED] City/State/Zip: Washington, DC 20530-0001 Contact Person: EFT Coordinator Telephone: [REDACTED] Facsimile: [REDACTED]	b. Payee/Company Information Name: Anna Salter Street Address: [REDACTED] City/State/Zip: [REDACTED] TIN (or SSN if an Individual): [REDACTED] Contact Person: Anna Salter Telephone: [REDACTED]
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c. Financial Institution Information Bank Name: [REDACTED] Nine-digit ABA Routing No.: [REDACTED] Depositor Account No.: [REDACTED] Type of Account: checking (checking/savings/lockbox)	any banker Contact Person: [REDACTED] Telephone: [REDACTED]
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The Debt Collection Improvement Act of 1996 requires that most payments made by the federal government, including vendor payments, must be made by Electronic Funds Transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have questions regarding the delivery of remittance information, please contact the financial institution where you account is held. If you have any questions on the completion of this form, please contact the EFT hotline, Finance Staff, Justice Management Division on [REDACTED].