

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

AGREEMENT NUMBER 10-0477-14
REGISTRATION NUMBER <i>EP 1282224</i>

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

STATE AGENCY'S NAME CA Department of Child Support Services
CONTRACTOR'S NAME El Dorado County Department of Child Support Services
- The term of this Agreement is: May 1, 2013 through April 30, 2015
- The maximum amount of this Agreement is: \$ 136,046.16
One Hundred Thirty-Six Thousand Forty-Six Dollars and 16/100
- 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 A.1 – Duty Statement	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B.1 – Budget Detail	1 page
Exhibit C – General Terms and Conditions	2 page(s)
Exhibit D – Special Terms and Conditions	2 page(s)
Exhibit E – Employee Concurrence	1 page

ATTEST: James S. Mitrisin
Clerk of the Board of Supervisors

By *Marcie MacFarland*
Marcie MacFarland, Deputy Clerk

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County Department of Child Support Services		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 4/30/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Briggs, Board of Supervisors		
ADDRESS 3883 Ponderosa Road Shingle Springs, CA 95682		
STATE OF CALIFORNIA		
AGENCY NAME CA Department of Child Support Services		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 5/10/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Linda Adams, Deputy Director, ASD		
ADDRESS PO Box 419064 Rancho Cordova, CA 95741-9064		

Exempt per:

EXHIBIT A

SCOPE OF WORK

1. PURPOSE

This inter-jurisdictional employee exchange agreement is executed between the California Department of Child Support Services and El Dorado County Department of Child Support Services with the concurrence of the assigned employee, **Cynthia Schilke**. The purpose of this inter-jurisdictional employee exchange is to obtain county child support services expertise in support of the Child Support Program in support of the Office of Payment Management & Intergovernmental Services, pursuant to Welfare and Institutions Code section 10082, subdivision (i). This agreement has been executed pursuant to the provisions governing temporary assignments and loans of civil service employees set forth in Government Code section 19050.8 and following regulations in Title 2, California Code of Regulations sections 427 and 442.

2. DEFINITION OF TERMS

- A. "Agreement" refers to this Agreement, No. 10-0477-14.
- B. "County" means the El Dorado County Department of Child Support Services.
- C. "OPMIS" means the Office of Payment Management & Intergovernmental Services
- D. "DCSS" means the California Department of Child Support Services.
- E. "Employee" means the assigned employee, Cynthia Schilke.
- F. "LCSA" means the Local Child Support Agency.
- G. "State" means the Executive Branch of the State of California.
- H. "Long-Term Travel Assignment" means a temporary assignment of 31 days or more to a given location other than headquarters.
- I. "In the vicinity of DCSS" means within 50 miles (one way) of DCSS' Rancho Cordova location.

3. RESPONSIBILITIES OF THE PARTIES

- A. The County agrees to loan and assign to DCSS the Employee for the support of the Child Support Program in support of the Office of Payment Management & Intergovernmental Services. Employee agrees to provide his/her expertise to DCSS. DCSS agrees to accept the assignment and the services of the Employee.
- B. The duties and responsibilities of the position are set forth in the attached Exhibit A.1, Duty Statement, Local Child Support Agency, Child Support Enforcement System, Associate Program Systems Analyst (Specialist). Employee shall serve under the direct supervision and control of Management staff in the Business Solutions Unit of the Office of Payment Management & Intergovernmental Services.
- C. During the term of this Agreement, the County shall continue to employ Employee in the classification of Child Support Specialist II. The County may employ temporary or limited term help to assume the duties and responsibilities of the Employee during the term of this Agreement. Upon termination of this Agreement, Employee shall return to his/her regular permanent position as a Child Support Specialist II. The Employee shall retain

EXHIBIT A continued

his/her incumbency in the permanent position of Child Support Specialist II, as well as all other benefits of County employment.

- D. During the term of this Agreement, the County shall credit to Employee all time credits that would accrue to Employee absent this Agreement for the purposes of determining seniority, promotional status, retirement date, and other employment benefits. No such corresponding State benefits shall accrue to Employee during the term of this Agreement.
- E. During the term of this Agreement, all other benefits of employment shall continue to accrue to Employee, including the employer's share of the cost of health insurance, life insurance, retirement benefits, sick leave and vacation accrual, merit salary adjustments if applicable, and holiday time off.
- F. During the term of this Agreement, Employee shall maintain all rights to compete in County open and promotional civil service examinations, as well as in all State open examinations.
- G. The Employee and the DCSS Contract Manager shall mutually develop a plan for knowledge transfer to the DCSS. The knowledge transfer plan may include mutually agreed upon topics, timeframes, and identification of which DCSS employees will receive this training.
- H. DCSS shall reimburse County for the cost of the Employee as described in Exhibit B, Budget Detail and Payment Provisions of this Agreement.

4. COMMUNICATION

- A. The Contract Managers during the term of this Agreement will be:

DCSS/OPMIS	EI Dorado County DCSS
Ana Vega, Contract Manager	Wendy Perry, Contract Manager
Financial & Data Business Solutions	
(916) 464-6672	(530) 642-4831
ana.vega@dcss.ca.gov	Wendy.perry@edcgov.us

- B. All official communication from the County to DCSS shall be directed to the DCSS Contract Manager.

EXHIBIT A.1

DUTY STATEMENT

LOCAL CHILD SUPPORT AGENCY (LCSA)
CHILD SUPPORT ENFORCEMENT SYSTEM
Associate Program Systems Analyst (Specialist)

GENERAL STATEMENT:

The purpose of this position is to perform the financial and data exception resolution activities in support of the Child Support Enforcement System (CSE) and the Child Support Administration in California's 58 counties. Responsibilities include representing the DCSS to resolve financial and data exceptions resolution activities involving Local Child Support Agency (LCSA), DCSS, Stakeholders, and Service Provider staff; analysis of system defects discovered during the resolution of financial and data exceptions; serves as the Technology Services Division expert for issues related to financial and data exception resolution utilizing a broad scope of knowledge of the child support program, statewide child support systems and local child support operations and systems to recommend and implement technical solutions to minimize or eliminate impacts to child support customers; must also have the ability to communicate on any issue involving financial and data exceptions; analyzing and recommending operational processes, procedures and guidelines for the Business Solution Unit to address financial and data exceptions while identifying business impacts, options for remediation, recommendations, and ensuring communication to CSE users as appropriate.

The DCSS Business Solutions Unit is responsible for the coordination of all CSE system production operations. This includes directing and organizing the more difficult, critical, technical and highly specialized assignments that could have department, program and/or project-wide impacts. During the performance of these duties, the incumbent is expected to work effectively with peers, DCSS and LCSA staff, and external agencies. The incumbent may represent the section in various branch, divisional and department meetings, conferences, workshops or forums.

The incumbent conducts business activities in a professional manner that leads to superior customer satisfaction and delivers services that meet or exceed the customer's expectations.

TYPICAL DUTIES:

50% Reviews and analyzes the financial and data exceptions, assists in developing alternatives to resolve exceptions, make recommendations of best alternative/practices, assists in developing the implementation strategy and implements the recommended solution. Analyzes CSE defects discovered during the review of financial and data exception activities and provides input for possible resolutions. Works with State staff and the Stakeholders to develop new queries, and identify and assess impacts of the financial and data exceptions.

20% Serves as a Technology Services Division contact for the issues related to financial and data exception resolution. The incumbent researches and analyzes the financial and data exceptions gathering information on State child support policies and procedures, local child support policies and procedures, and state and local information technology systems. The

EXHIBIT A.1 continued

incumbent also assists in developing alternatives to resolve exceptions and evaluates the impact of each alternative on the state child support program. Participates in the implementation of the best alternative and participates in escalating actions as appropriate.

20% Performs the defect analysis related to financial and data exceptions to identify application defects. Opens application defects within the appropriate Change Management System tool. Analyzes defects to identify the impact to child support operations and identified potential alternate processes. Selects best alternative process and advises LCSA and State staff on the procedures necessary to implement the alternate process. The incumbent participates in the development of alternatives to fix defects and is responsible for participating in the writing and presenting of the application change requests related to issues discovered during the course of financial and data exception resolution.

10% Participates in the development of issue/decision papers on system issues related to financial and data exceptions. Prepares status reports and briefing documents for project stakeholders, interface partners, DCSS management and staff; presents oral briefings, including at national and statewide forums, as requested. Attends training, seminars, and user conferences as appropriate. Studies periodicals and technical bulletins. Represents the Division and/or the Department as requested.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, DCSS agrees to reimburse the County for actual expenditures incurred in accordance with the attached Exhibit B.1, Budget Detail.

Detailed invoices and supporting documents for actual services shall include the Agreement Number 10-0477-14 and be submitted in duplicate monthly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
Contracts Fiscal Unit
P.O. Box 419064, MS 621
Rancho Cordova, CA 95741-9064

Supporting documentation, including timesheets, shall be submitted to the DCSS Contracts Fiscal Support Unit and the DCSS Contract Manager on a monthly basis and be subject to approval by the DCSS Contract Manager prior to approval of invoices.

Invoices not containing this information may be returned with requests for the inclusion.

2. IN STATE TRAVEL

The following paragraphs in letters A through E, identify the authorities and principles that apply in the appropriate reimbursement of cost for travel:

- A. Short-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in Title 2, California Code of Regulations section 599.619, subdivision (a).
- B. Long-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in Title 2, California Code of Regulations, section 599.619, subdivision (b). Reimbursement for meals and incidentals may not be claimed for both long-term travel and short-term travel.
- C. Travel expenses for transportation may be reimbursed at the rates described in the Title 2, California Code of Regulations, sections 599.626.1 and 599.631.
- D. Actual travel expenses associated with specific travels will be authorized and reimbursed at the discretion of DCSS Contract Manager and as such, they may require pre-approval by DCSS Contract Manager.
- E. The application of short term or long term travel rules is dependent upon the consideration of the location of the headquarters, as well as the primary and secondary residence of the Employee in a given assignment or situation.

EXHIBIT B continued

F. The Employee is entitled to the following travel reimbursements:

- 1) Employee maintains a primary residence in El Dorado County; and travels to the DCSS Rancho Cordova office five round trips per week. For the purposes of reimbursing employee for the additional cost incurred in working for DCSS, the El Dorado County LCSA office will be considered as headquarters of Employee and travel cost reimbursement based upon the short term travel rules will be paid as follows.
- 2) Employee may claim transportation reimbursement for five round trips per week from headquarters to DCSS Rancho Cordova office. The rate of reimbursement shall be in accordance with the Internal Revenue Service's (IRS) current published mileage reimbursement rates for the use of private vehicle or airfare, whichever is less.
- 3) No reimbursement will be provided for lodging.

3. OUT OF STATE TRAVEL

No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

4. REIMBURSEMENT PROCESS

- A. Employee shall submit proof of travel expenses to the DCSS Contract Manager. The DCSS Contract Manager will review and verify the accuracy of the Employee's travel expense claim. The DCSS Contract Manager will approve/disapprove the travel expense claim in writing. In the event the travel expense claim is disapproved by the DCSS Contract Manager, the Employee will continue to submit a corrected travel expense claim until it is approved by the DCSS Contract Manager. Employee shall submit approved travel claim to County.
- B. The County will include any claim for reimbursement as a separate line item on the Monthly Invoice for Inter-jurisdictional Employee Exchange Agreement (DCSS 0537) and submit it to the DCSS Contract Manager.
- C. DCSS Contracts Fiscal Support Unit and Contract Manager will review the completed invoice and DCSS Accounting will reimburse the County for allowable expenditures. DCSS Accounting will not reimburse the County for unauthorized expenses or expenses exceeding the maximum reimbursement amounts as specifically described in or referenced by the Agreement.

5. STATE BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the State 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, DCSS shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this agreement.

EXHIBIT B continued

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DCSS shall have the option to either: cancel this Agreement with no liability occurring to DCSS; or offer an Agreement Amendment to the County to reflect the reduced amount.

6. FOR CONTRACT WITH FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays, which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
- D. DCSS has the option to void the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.

7. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927) once the invoices have been submitted correctly.

8. REVIEWS

DCSS reserves the right to review levels and billing procedures as they impact charges against this Agreement.

9. FINAL BILLING

Final billing for services must be received by DCSS within 90 days following the end of the agreement.

**EXHIBIT B.1
BUDGET DETAIL**

	Monthly Costs	FY 05/01/2013 - 06/30/2013 2 months	FY 07/01/2013 - 06/30/2014 12 months	FY 07/01/2014 - 04/30/2015 10 months
Description of Costs				
Salary	\$ 3,497.42	\$ 6,994.84	\$ 41,969.00	\$ 34,974.20
Worker's Comp	\$ 18.37	\$ 36.74	\$ 220.45	\$ 183.70
Retirement	\$ 687.58	\$ 1,375.16	\$ 8,251.00	\$ 6,875.80
Social Security				
Insurance	\$ 52.70	\$ 105.40	\$ 632.36	\$ 527.00
Medicare	\$ 50.75	\$ 101.50	\$ 609.00	\$ 507.50
Health Insurance	\$ 771.08	\$ 1,542.16	\$ 9,253.00	\$ 7,710.80
Unemployment Insurance	\$ 11.67	\$ 23.34	\$ 140.00	\$ 116.70
Life Insurance				
Disability Insurance	\$ 12.58	\$ 25.16	\$ 151.00	\$ 125.80
Dental Insurance				
SEIU Pension				
Other - FICA Employer Share				
Other - Retiree Medical Insurance	\$ 82.44	\$ 164.88	\$ 989.27	\$ 824.40
Description Subtotal	\$ 5,184.59	\$ 10,369.18	\$ 62,215.08	\$ 51,845.90
Travel Costs:				
Short Term Travel 44 miles per day round trip X .55 per mile = \$24.20 per day	\$ 484.00	\$ 968.00	\$ 5,808.00	\$ 4,840.00
Travel Subtotal	\$ 484.00	\$ 968.00	\$ 5,808.00	\$ 4,840.00
Contract Total per FY		\$ 11,337.18	\$ 68,023.08	\$ 56,685.90

TOTAL CONTRACT COSTS \$ 136,046.16

¹ The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred and pursuant to the limitations described in the Agreement. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the travel policies and procedures specified in this Agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and concurred by the assigned Employee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and concurred by the assigned Employee. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the County, either in whole or in part, without the consent of DCSS and the concurrence of the loaned Employee in the form of a formal written amendment.
4. **AUDIT**: County agrees that DCSS has the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. **INDEMNIFICATION**: In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree to indemnify, defend and save harmless each other, their officers, agents, and employees from any and all claims and losses accruing or resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by one on account of any claim therefore, including any claims and losses accruing or resulting to any person, who may be injured or damaged by the Employee, in the performance of the Agreement, except where such indemnification is prohibited by law.
6. **WORKERS' COMPENSATION**: DCSS shall reimburse County for all costs related to an injury or disability of Employee should Employee become injured or disabled as a result of the duties required of Employee as set forth in Exhibit A.1, Duty Statement, during the term of this Agreement to the same extent the County may be liable for such costs under the laws of the State of California concerning the provision of workers' compensation benefits.
7. **DISPUTES**: County shall continue the assignment of the Employee under this Agreement during any dispute.
8. **TERMINATION OF AGREEMENT OR ASSIGNMENT**: Either appointing authority, DCSS or County, or the Employee may terminate the assignment at any time for any reason. The parties and the Employee agree to give written notice of intent of termination within a reasonable length of time in advance of the actual termination of the assignment and providing of services to DCSS.

EXHIBIT C continued

9. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
10. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. The County and the officers, agents, and employees of County other than the Employee of the County who is loaned to DCSS under this Agreement shall, in the performance of this Agreement, act in an independent capacity and not as officers, employees or agents of the State of California.

2. **DISPUTE PROVISIONS**
 - A. If the County disputes a decision of DCSS's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, County shall provide written dispute notice to DCSS's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - 1) the decision under dispute;
 - 2) the reason(s) County believes the decision of the DCSS representative to have been in error (if applicable, reference pertinent contract provisions);
 - 3) identification of all documents and substance of all oral communication which support County's position; and
 - 4) the dollar amount in dispute, if applicable.

 - B. Upon receipt of the written dispute notice, the DCSS program management will examine the matter and issue a written decision to the County within 15 calendar days. The decision of the representative shall contain the following information:
 - 1) a description of the dispute;
 - 2) a reference to pertinent contract provisions, if applicable;
 - 3) a statement of the factual areas of agreement or disagreement; and
 - 4) a statement of the representative's decision with supporting rationale.

 - C. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, County files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services
Attention: Chief, Budget and Procurement Branch
P.O. Box 419064, MS 621
Rancho Cordova, CA 95741-9064

Pending resolution of any dispute, County shall diligently continue all contract work and comply with all of the representative's orders and directions.

3. **STATEMENT OF ECONOMIC INTERESTS**

- A. In accordance with Title 22, California Code of Regulations, Section 123000, "consultants" are required to complete Statements of Economic Interests (Form 700) at the time of taking office, leaving office, and on an annual basis. A "consultant" is

EXHIBIT D continued

generally defined by law as one who advises, makes recommendation, conducts research, presents a report, analysis or opinion to governmental decision makers and thereby either influences or participates in governmental decision-making.

- B. Upon further determination of the DCSS Contract Manager, Employee might be subject to completion and submittal of Statements of Economic Interest. Noncompliance shall be cause for termination of this Agreement.

4. WORKPLACE POLICIES AND INCOMPATIBLE ACTIVITY STATEMENT

The Employee shall read, understand, and agree by signing all workplace policies and the Incompatible Activities Statement policy provided by the DCSS Contract Manager prior to the first workday. Noncompliance shall be cause for termination of this Agreement.

EXHIBIT E

EMPLOYEE CONCURRENCE

Government Code Section 19050.8 authorizes employee loan and assignment agreements between government agencies. The concurrence below acknowledges the employee's voluntary consent to this Agreement to loan and assign the Employee to DCSS:

I, CYNTHIA SCHILKE, hereby give my voluntary consent and concurrence to participate in the employee loan program whereby I am assigned to the State of California Department of Child Support Services, with the duties outlined in Exhibit A.1, Duty Statement, Local Child Support Agency, Child Support Enforcement System, Associate Program Systems Analyst (Specialist).

I hereby acknowledge that I read and understood the Agreement. I also acknowledge that I understand my rights and obligations outlined in the Agreement and I will abide by those provisions.



Signature of Employee – CYNTHIA SCHILKE

5-2-13

Date