

AGREEMENT NUMBER <b>00018527</b>
REGISTRATION NUMBER


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

STATE AGENCY'S NAME	Office of Systems Integration
CONTRACTOR'S NAME	El Dorado County
- The term of this Agreement is: 03/23/2009 or upon DGS approval, whichever is sooner, through 24 months from term start
- The maximum amount of this Agreement is: One hundred seventy three thousand nine hundred eighty dollars & seventy one cents  
**\$173,980.71**
- 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	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C* – General Terms and Conditions	GTC - 307
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	2 pages

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) El Dorado County		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Briggs Chairman, El Dorado County Board of Supervisors		
ADDRESS 3057 Briw Road, Placerville, CA 95667		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME Office of Systems Integration		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Paul Benedetto, Acting OSI Director		
ADDRESS P.O. Box 138014 Sacramento, CA 95813-8014		

## **EXHIBIT A SCOPE OF WORK**

1. Contractor agrees to provide to the state, consulting services as described herein:
  - A. Under the direct supervision of the Program Manager of the California Department of Social Services (CDSS) CMS Support Branch, the County Consultant performs management-level or user/technical-level work and is responsible for providing knowledge and experience to ensure that the CWS/Web solution is effective, economical, and efficient within the county and state child welfare and adoptions setting; consistent with program policies and business practices; supports the achievement of program outcomes; and meets the needs of end users. This County Consultant provides a key role in facilitating ongoing communication with the counties/regional groups and ensuring the county/program perspective is represented in project documentation, deliverables, and communications. The county shall provide one consultant, Bruce Conroy, who is required to complete the services in this Agreement. Following are the specific services the County Consultant must perform for the CWS/Web Project:
    - (1) Serve as a county advocate to ensure the CWS/Web system meets county program, fiscal, technical, and business needs. Assist in the determination of whether the CWS/Web system meets federal, state, and county program and business needs. Provide input and analysis on system gaps and needs to the program manager on programmatic problems or issues as they arise.
    - (2) Participate and assist in the identification of issues and preparation for county and state transition, including implementation, from CWS/CMS to CWS/Web. Assist in review of vendor-developed training material for statewide user training.
    - (3) Act in the capacity of Subject Matter Expert (SME) to the state and vendor on business process improvement efforts (including impacts to CWS Program forms and reports to be produced by the system). Identify potential impacts, issues, and risks associated with the process improvement effort to the CDSS CMS Support Branch, county and other state agencies.
    - (4) Attend county, regional, and CWDA meetings to seek input and provide status on decisions and resolutions to issues. Participate in ongoing CDSS communication to counties regarding the CWS/Web system. Identify stakeholder communication needs; assist in the development of appropriate communication and identify communication methods.
    - (5) Prepare presentations for various stakeholders as needed or requested.
    - (6) Provide content to update the CWS/Web website, including frequently asked questions.
    - (7) Assist in the development of All County Letters, Informational Notices, and training materials and review and provide suggested changes to all required document sections related to program descriptions, needs, or outcomes developed in relationship to the CWS/Web system.
    - (8) Participate, analyze, and recommend system requirements during requirements development and validation. Participate and assist in the detailed design of CWS/Web.
    - (9) Analyze legislation, regulations, and court decisions in regard to CWS/Web impact. Recommend/develop changes to CWS/Web requirements and design.

- (10) Perform ongoing review and revision of system requirements and use cases to ensure they stay in alignment with current policy and new legislation.
  - (11) Meet with stakeholders, staff, users, and appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program policy, regulation, and procedure development.
  - (12) With prior approval from the CDSS CMS Support Branch Manager, travel to attend county, stakeholder, vendor, and staff meetings.
  - (13) Organize and facilitate the involvement of county staff in all project activities.
  - (14) Participate in the acquisition process for the CWS/Web procurements.
  - (15) Develop and assist in the development of all required documentation sections relating to program descriptions, needs or outcomes developed for the CWS/Web system, this includes both state and federal control agency documentation.
  - (16) Participate in the definition of content (e.g., requirements, future environment, and evaluation criteria) for acquisitions required for CWS/Web.
  - (17) Performs research and develops recommendations to clarify requirements based on Bidder questions during solicitation.
  - (18) Participate in the evaluation of draft and final proposals.
  - (19) Review and draft various project documentation and makes recommendations for enhancements; ensuring the county perspective is accurately depicted.
2. The County Consultant's headquarters remain at El Dorado County located at 3057 Briw Road, Placerville, California 95667, although the County Consultant's duties require travel regularly to Sacramento and occasionally to other locations throughout the state as directed by the Program Manager of the CDSS, CWS/Web Project within the CMS Support Branch. The County Consultant shall perform a majority of the above mentioned duties at CDSS located at 744 P Street, Sacramento, California 95814.
  3. The services shall be provided during normal state business hours (8 a.m. to 5 p.m., Monday through Friday), with the exception of state holidays, and at all other times as required to successfully provide the services described herein.
  4. The project representatives during the term of this agreement will be:

State Agency: Office of Systems Integration	Contractor: El Dorado County
Section/Unit: CWS/Web Project	Section/Unit: Department of Human Services
Name: Debbie Campora, Project Manager	Name: Doug Nowka, Director
Phone: (916) 263-4893	Phone: (530) 642-7275
Fax: (916) 263-4284	Fax: (530) 295-2792
Email: <a href="mailto:debbie.campora@osi.ca.gov">debbie.campora@osi.ca.gov</a>	Email: <a href="mailto:nowka@co.el-dorado.ca.us">nowka@co.el-dorado.ca.us</a>

Direct all contractual inquiries to:

State Agency: Office of Systems Integration	Contractor: El Dorado County
Section/Unit: OSI CWS/Web Project	Section/Unit: Department of Human Services Social Services Division
Name: Christine Ali, Contract Analyst	Name: DeAnn Osborn, Analyst
Phone: (916) 263-4264	Phone: (530) 642-7338
Fax: (916) 263-4284	Fax: (530) 626-7734
Email: <a href="mailto:christine.ali@osi.ca.gov">christine.ali@osi.ca.gov</a>	Email: <a href="mailto:deann.osborn@co.el-dorado.ca.us">deann.osborn@co.el-dorado.ca.us</a>

Administrator of the Agreement on behalf of El Dorado County will be:

Contractor: El Dorado County
Section/Unit: Department of Human Services
Name: DeAnn Osborn, Staff Services Analyst II (or successor)
Phone: (530) 642-7338
Email: <a href="mailto:deann.osborn@co.el-dorado.ca.us">deann.osborn@co.el-dorado.ca.us</a>

**EXHIBIT B  
BUDGET DETAIL AND PAYMENT PROVISIONS**

**TABLE 1**

<b>County Consultant: Bruce Conroy</b>	<b>SFY 2008/09</b>	<b>SFY 2009/10</b>	<b>SFY 2010/11</b>	<b>TOTAL</b>
<b>(Actual months and costs per fiscal year to be adjusted to actual term of Agreement)</b>	<b>3/23/09 – 06/30/09 (3.25 Months)</b>	<b>07/01/09 – 06/30/10 (12 months)</b>	<b>07/1/10 – 03/22/11 (8.75 Months)</b>	
<b>Salary</b>				
Base (Monthly \$4,675.176)	\$15,194.32	\$56,102.11	\$40,907.79	\$112,204.22
Cola (2.5%)	\$0	\$1,402.56	\$2,070.96	\$3,473.52
Overtime*	\$873.68	\$3,332.16	\$2,497.56	\$6,703.40
<b>Total Salary</b>	<b>\$16,068.00</b>	<b>\$60,836.83</b>	<b>\$45,476.31</b>	<b>\$122,381.14</b>
<b>Benefits</b>				
Retirement (PERS)	\$2,985.68	\$11,299.67	\$8,445.33	\$22,730.68
Long Term Disability	\$43.88	\$162.00	\$118.13	\$324.01
Group Insurance	\$3,257.14	\$12,387.15	\$9,303.26	\$24,947.55
Worker's Compensation	\$260.00	\$960.00	\$700.00	\$1,920.00
Health Insurance	\$0	\$0	\$0	\$0
Dental Insurance	\$0	\$0	\$0	\$0
FICA	\$220.32	\$833.82	\$623.19	\$1,677.33
Benefit Administration	\$0	\$0	\$0	\$0
County Administrative Fee	\$0	\$0	\$0	\$0
<b>Total Benefits</b>	<b>\$6,767.02</b>	<b>\$25,642.64</b>	<b>\$19,189.91</b>	<b>\$51,599.57</b>
<b>Total Salary &amp; Benefits</b>	<b>\$22,835.02</b>	<b>\$86,479.47</b>	<b>\$64,666.22</b>	<b>\$173,980.71</b>
<b>Short Term Travel</b>				
Mileage	\$0	\$0	\$0	\$0
Lodging	\$0	\$0	\$0	\$0
Per Diem	\$0	\$0	\$0	\$0
Conferences, County Implementation	\$0	\$0	\$0	\$0
<b>Total Travel</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>GRAND TOTAL (Salary, Benefits, Travel)</b>	<b>\$22,835.02</b>	<b>\$86,479.47</b>	<b>\$64,666.22</b>	<b>\$173,980.71</b>

\*The overtime salary allowance per fiscal year is as follows:

FY 2008/09 40 hours

FY 2009/10 80 hours

FY 2010/11 40 hours

## 1. INVOICING AND PAYMENT

- A. In consideration of the performance of the foregoing in a satisfactory manner, and upon receipt of detailed invoices, the state agrees to pay the Contractor, monthly in arrears, in accordance with Exhibit B, Budget Detail and Payment Provisions, Table 1. The total amount shall not exceed \$173,980.71.
- B. All invoices submitted to the state shall identify the Agreement Number 00018527. Invoices that do not contain this information will be returned to the Contractor with an Invoice Dispute Notification requesting the information be added to the invoices. The invoices must include copies of the County Consultant's timesheets approved and signed by the CDSS CMS Support Branch Program Manager.
- C. Invoices shall be submitted in triplicate to:

**Office of Systems Integration  
Attention: Accounting  
P.O. Box 138014  
Sacramento, CA 95813-8014**

- D. The County Consultant shall be reimbursed directly by the State of California for travel expenses via a completed state Travel Expense Claim Form STD 262. Reimbursement for meals and lodging shall be in accordance with the provisions of Department of Personnel Administration (DPA), Regulation 599.619 as it applies to excluded employees and limited to actual costs incurred. Reimbursement for transportation by privately owned automobile shall be in accordance with DPA Regulation 599.631 as it applies to excluded employees.
- E. Remittance for any travel claim on this Agreement shall be submitted to:

Office of Systems Integration  
CWS/Web Project  
Attention: Megan Johnson  
P.O. Box 138014  
Sacramento, CA 95813-8014

- F. Changes to the line-item budget (Exhibit B, Budget Detail Table 1) may be made provided the Contractor adequately documents the need for change and all the following requirements are met:
- (1) Adjustments in the aggregate to any individual line item cannot exceed \$20,000 or 10 percent of the total Agreement amount, whichever is less;
  - (2) The total amount of the Agreement does not change;
  - (3) Contractor submits a written request to the state contact for budget/program modification(s); explains the need for change(s); and specifically identifies item(s) to be reduced or increased;
  - (4) The state approves such (a) change(s) in writing prior to implementation. The state reserves the right to deny requests for reimbursement in excess of any line item in the budget; and
  - (5) Any budget change not meeting the above conditions shall be by made in the form of an amendment to the Agreement.

- G. The state reserves the right to review service levels and billing procedures insofar as they impact charges against this Agreement.
- H. Invoices for services must be received by OSI within 90 days following each state fiscal year or 30 days following the end of the Agreement term, whichever comes first. The **final invoice** must include the statement "Final Billing".

## **2. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this Agreement with no liability occurring to the state, or offer an agreement amendment to Contractor to reflect the reduced amount.

## **3. FOR AGREEMENT 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 were made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the term of this Agreement 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 Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. OSI has the option to invalidate the Agreement under the 30-day cancellation clause (Exhibit D) or to amend the Agreement to reflect any reduction of funds.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions, GTC-307 will be incorporated in the agreement by reference to Internet site:

<http://www.documents.dgs.ca.gov/ols/GTC-307.doc> and the clauses in CCC-307 to be signed by the Contractor.



**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

**1. SETTLEMENT OF DISPUTES**

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall file a "Notice of Dispute" with the Office of Systems Integration (OSI), Project Director or their Designee, within 10 days of discovery of the problem. Within ten (10) days, the OSI Project Director or their Designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Project Director or their Designee shall be final. Disputes may be sent to:

**Office of Systems Integration**

Attn: OSI Acquisition Center

P.O Box 138014

Sacramento, CA 95813-8014

In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

If the Contractor disputes a decision of the state's designated representative regarding the performance of this Agreement or on other issues for which the state's representative is authorized by this Agreement to make a binding decision, the Contractor shall provide written dispute notice to the state's representative within 15 calendar days after the date of the action.

A. The written dispute notice shall contain the following information:

- (1) The decision under dispute;
- (2) The reason(s) the Contractor believes the decision of the state representative to have been in error (if applicable, reference pertinent Agreement provisions);
- (3) Identification of all documents and substance of all oral communication which support the Contractor's position; and
- (4) The dollar amount in dispute, if applicable.

B. Upon receipt of the written dispute notice, the state program management will examine the matter and issue a written decision to the Contractor 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 Agreement provisions, if applicable;
- (3) A statement of the factual areas of the 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 calendar days from the date of the receipt of the state representative's decision, the Contractor files with the state a notice of appeal addressed to:

**Office of Systems Integration**  
Attn: Acquisition Center  
P. O. Box 138014  
Sacramento, CA 95813-8017

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

## **2. TERMINATION WITHOUT CAUSE**

This Agreement may be terminated by either party without cause upon 30 days written notice to the other party.

## **3. EVALUATION OF CONTRACTOR**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

## **4. DEBARMENT AND SUSPENSION**

For federally funded agreements in the amount of \$25,000 or more, by signing this agreement, Contractor certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it is not listed on the Excluded Parties Listing System (<http://epls.arnet.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

## **5. CERTIFICATION REGARDING LOBBYING**

For Agreements with Contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the Contractor agrees to sign and submit to CDSS the 'Certification Regarding Lobbying' form which is being forwarded to the Contractor with this Agreement. (Section 1352, Title 31 of the U.S. Code)

**EXHIBIT E**  
**ADDITIONAL PROVISIONS**

1. The County Consultant shall retain permanent position as an Information Systems Coordinator during the term of this Agreement. The period during which the County Consultant renders services pursuant to this Agreement shall be credited by the Contractor to the County Consultant for purposes of determining seniority, promotional status, retirement date, and other County Consultant benefits.
2. The County Consultant maintains all rights to compete in the Contractor's open and promotional exams and State open exams.
3. The County Consultant shall abide by the State and/or OSI work rules, policies, and/or practices. Where conflicts may occur with the Contractor's work rules, policies, and/or practices, the State and/or the OSI work rules shall apply.
4. The County Consultant is subject to State Conflict of Interest Programs and, as such, will be required to complete the Statement of Economic Interests form, Form 700.
5. In accordance with the OSI Acceptable Use Security Policy, Contractors authorized to use state owned or leased equipment or facilities are required to read the OSI Acceptable Use Security Policy and sign the OSI Acceptable Use Security Policy Acknowledgement Form. The County Consultant is subject to the Acceptable Use Security Policy and, as such, will be required to sign the OSI Acceptable Use Security Policy Acknowledgement Form.
6. In the event that the Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor agrees to make every reasonable effort to provide suitable personnel within two (2) weeks. The substitute personnel must meet all the requirements and must be approved by the State prior to starting work.
7. Upon termination of this Agreement, the County Consultant shall return to his/her regular permanent position as an Information Systems Coordinator in the Contractor's Department of Human Services, at the step at which the County Consultant would have been eligible.
8. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to: Acts of God or of the public enemy, and if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
9. All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural

requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

10. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Agreement for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - (i) Cancel the Stop Work Order; or
  - (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
  - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
  - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- c) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.