

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

AGREEMENT NUMBER 10-0331-10
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
California Department Of Child Support Services
- CONTRACTOR'S NAME
Tulare County, Department of Child Support Services
2. The term of this Agreement is: **July 1, 2010** through **June 30, 2011**
3. The maximum amount of this Agreement is: **\$ 27,521.00**
 Twenty Seven Thousand Five Hundred Twenty One and 00/100
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A.1 – Duty Statement	2 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B.1 – Budget Detail	1 page
Exhibit C – General Terms and Conditions	2 pages
Exhibit D - Special Terms and Conditions	2 pages
Exhibit E – Employee Concurrence	1 page

APPROVED AS TO FORM: _____
 COUNTY COUNSEL
 By *Babara Booth Thurmond*
 Deputy 2010953

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.)		
Tulare County, Department Of Child Support Services		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Steve Worthley, Chair, Tulare County Board of Supervisors		
ADDRESS		
804 West Doe Avenue Visalia, CA 93921		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME		
Department Of Child Support Services		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kim Sharp, Chief Budget and Contract Services Branch		
ADDRESS		
P. O. Box 419064, Rancho Cordova, Ca 95741-9064		

EXHIBIT A

SCOPE OF WORK

1. PURPOSE

This inter-jurisdictional employee exchange agreement is executed between the California Department of Child Support Services and Tulare County Department of Child Support Services with the concurrence of the assigned employee, John Higgins. The purpose of this inter-jurisdictional employee exchange is to obtain county child support services expertise in support of the Child Support Program and the California Child Support Automation System (CCSAS) Project, 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. **10-0331-10**.
- B. "County" means County of Tulare, acting through the Tulare County Department of Child Support Services.
- C. "CCSAS" means the California Child Support Automation System.
- D. "DCSS" means the California Department of Child Support Services.
- E. "Employee" means the assigned employee, **John Higgins**.
- 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 fifty (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 and the California Child Support Automation System Project. 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, Local Child Support Agency, California Child Support Automation System, Staff Counsel Duty Statement. Employee shall serve under the direct supervision and control of Management staff in the Office of Legal Services of the Child Support Services Division.
- C. During the term of this Agreement, the County shall continue to employ Employee in the classification of **(Extra Help Child Support Attorney V, Step 5)**. The County may employ temporary or limited term help to assume the duties and responsibilities of the Employee during the term of this Agreement.

- 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. 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. Although Employee shall remain employed by the County, and shall not be considered an employee of the State of California, it is understood that in order to perform the duties set forth in the Duty Statement (Exhibit A.1). Employee shall act with the actual and apparent authority of DCSS. Accordingly, DCSS and the County will indemnify the other to the extent of the respective proportion of liability, and as more specifically set forth in Paragraphs 1 and 2 of Exhibit D to this Agreement.
- I. During the term of this Agreement, the Chief Counsel of DCSS shall conduct any job performance appraisal that would otherwise be required by the County for the Employee at least once every two years, utilizing the evaluation forms and general standards adopted by Tulare County for its employees. A copy of the evaluation shall be provided to Employee and Director of Child Support Services, and the original filed in Employee's official County personnel file.

4. COMMUNICATION

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

DCSS/CCSAS	Tulare County DCSS
Kathleen Hrepich, Chief Counsel	Debra Olvera
Office of Legal Services	Director, Tulare County DCSS
(916) 464-5181	(559) 713-5781
kathy.hrepich@dcss.ca.gov	dolvera@co.tulare.ca.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)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
Staff Counsel

A. General Assignment.

Under the general direction of the Chief Counsel, the Child Support Staff Counsel ("Counsel") performs any and all complex and sensitive legal work of the Department relating to child support programs and systems.

B. Specific Assignment.

Counsel is required to have extensive contacts both within and outside the Department including, but not limited to, the Child Support Directors Association, local child support agencies and other county departments, the judiciary, the legislature, the Attorney General's Office and other state departments/agencies, private attorneys, employers, and customers. Counsel is given some discretion and independence, depending on experience in the performance of the duties. As an expert in the laws relating to child support, Counsel analyzes federal and state law and regulations and case law and provides legal advice and counsel to Department officials and staff regarding child support programs and systems. The duties include:

- 45% Provides legal advice, expertise, and support to Department officials and their agents regarding child support programs. Provides legal advice to the local child support agencies on the appropriateness of filing appeals to California appellate courts, including the California Supreme Court.
- 25% Consults with Department officials, makes recommendations on policies, and provides legal advice on child support programs and systems, including: business requirements, forms and pleadings.
- 15% Drafts and analyzes existing and proposed legislation and regulations and the impact such will have on child support programs and systems.
- 10% Plans and participates in outreach activities for child support programs and systems with stakeholders, including: the Child Support Directors Association, local child support agencies and other county departments, the judiciary, the legislature, the state bar and private attorneys, child support professionals, other officials involved with the administration of child support programs, employers, and customers.

- 5% Reviews and makes recommendations to Department officials regarding proposed departmental actions for compliance with federal and state statutes and regulations for child support programs and systems.**

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 **10-0331-10** and be submitted in duplicate quarterly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
Contracts Fiscal Support Section
P.O. Box 419064, MS 22
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 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).
- 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.
- F. The Employee is entitled to the following travel reimbursements:
 - 1) Employee maintains a primary residence in Tulare County; and travels for the DCSS to the DCSS Rancho Cordova office and other locations on an as-needed basis. For the purposes of reimbursing employee for the additional cost incurred in working for DCSS, the Tulare County, LCSA office will be considered as headquarters of

Employee and travel cost reimbursement based upon the short-term travel rules apply except as follows.

- a) Employee may claim transportation reimbursement for round trips from his residence to the 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. **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.
- 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
(July 1, 2010 – June 30, 2011)**

Description of Costs	Monthly Costs	FY 07/01/2010 - 06/30/2011 12 months Amts. rounded		
Salary	\$ 1,750.00	\$ 21,000.00		
Worker's Comp	\$ 143.67	\$ 1,724.00		
Retirement	\$	\$		
Social Security	\$	\$		
Insurance	\$	\$		
Medicare	\$	\$		
Health Insurance	\$	\$		
Unemployment Insurance	\$	\$		
Life Insurance	\$	\$		
Disability Insurance	\$	\$		
Dental Insurance	\$	\$		
State Bar Dues	\$ 0.00	\$ 400.00		
Family Law Publications		\$ 452.00		
Lexis/Nexis	\$ 220.00	\$ 2,640.00		
Other - FICA Employer Share	\$ 25.42	\$ 305.00		
Other - Retiree Medical Insurance	\$	\$		
Description Subtotal	\$ 2,139.09	\$		\$
Travel Costs:				
Short Term Travel	\$ -	\$ -		\$ -
Long Term Travel (1)	\$ 83.33	\$ 1,000.00		\$
Travel Subtotal	\$ 83.33	\$ 1,000.00		\$
Contract Total per FY		\$ 27,521.00		\$

TOTAL CONTRACT COSTS \$27,521.00

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.
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 agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the County in the performance of this contract.

Notwithstanding the foregoing, when such claims or losses arise from acts or omissions of the employee of the County loaned to the Department pursuant to this Agreement when such employee is engaged in performing services for and under the direction and control of the Department, the State shall indemnify, defend and save harmless the County from liability for any such claims by or losses to any person unless the acts or omissions causing the harm are proximately caused by negligent selection by the County of the employee loaned to the Department.

2. The County, and the officers, agents and employees of County other than the employee of the County who is loaned to the Department under this Agreement shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of the State. The employee of the County who is loaned to the Department under this Agreement shall be deemed to be acting as an employee of the Department, and not as an independent contractor, in all respects except payment of compensation and benefits, when performing services for and under the direction of the Department.

3. **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 fifteen (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 fifteen (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 thirty (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, Administrative Resources Branch
P.O. Box 419064, MS 25
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.

4. **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 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.

5. **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.

6. **INTERNAL REVENUE SERVICE (IRS) REQUIRED CONTRACT LANGUAGE**

The Contractor agrees to comply with and assume responsibility for compliance by his or her employees of the terms and conditions of the Contract Language for General Services contained in Internal Revenue Services (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities*. The Contract Language for General Services is found within the IRS Publication 1075 at the following website:

<http://www.irs.gov/pub/irs-soi/10750101.pdf>

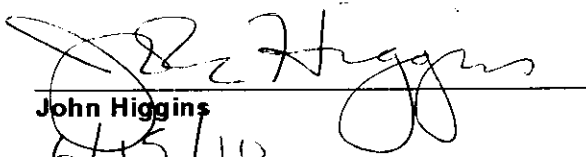
EXHIBIT E

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, **John Higgins**, 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, Local Child Support Agency California Child Support Automation System Staff/Program Specialist Duty Statement.

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.



John Higgins
6/15/10

Date