COUNTY OF LOS ANGELES
Child Support Services Department

Philip L. Browning
Director

October 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES DEPARTMENT (CSSD) TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES (DCSS) TO SUPPORT THE CHILD SUPPORT PROGRAM AND THE CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS) PROJECT

(ALL DISTRICTS – 4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the enclosed Agreements #C-03-2-0219 and #C-03-2-0220 with DCSS, effective September 1, 2003 through June 30, 2005, at maximum contract amounts of $137,889.95 and $155,580.85 respectively. CSSD will authorize the services and expertise of two CSSD employees (one Child Support Officer III and one Paralegal) to support the Child Support Program and the California Child Support Automation System Project. CSSD will continue to pay salary, benefits and travel expenses of the employees. DCSS will reimburse the County monthly for actual expenditures incurred in accordance with Exhibit B.1 (Budget Detail) in the Agreements.

2. Approve a related appropriation adjustment in the amount of $134,000.00, which will increase the expenditure authority for fiscal year 2003/2004 in the Child Support Department's budget. This budget adjustment (BA) is required to appropriate Federal and State funding to the Salary and Employee Benefit and Services and Supplies appropriations pursuant to the enclosed DCSS Agreements for the reimbursement of consulting costs of two (2) CSSD employees for CCSAS project. Funding for the next fiscal year will be included in the Department's budget request.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The enclosed Agreements between DCSS and CSSD were originally received from the State for County review and processing on August 25, 2003. The purpose is to assist DCSS to bring local perspective into the design of a common statewide system for tracking and enforcement of child support. Under the direction of the DCSS, the employees will perform various activities requiring independent, responsible and complex analytical work. DCSS will provide full reimbursement for all salary, benefit and travel expenses of the employees.

The County agrees to provide to DCSS the services and expertise of the employees to support the Child Support Program and the California Child Support Automation system (CCSAS) Project. The employees agree to provide such services to DCSS. DCSS agrees to accept the services of the employees.

The enclosed budget adjustment is required to appropriate Federal and State funding to the Salary and Employee Benefit and Services and Supplies appropriations pursuant to the enclosed DCSS Agreements for the reimbursement of consulting costs of two (2) CSSD employees for CCSAS project.

Implementation of Strategic Plan Goals

The agreements are consistent with the principles of the Countywide Strategic Plan Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The Agreements will be funded for two years beginning September 1, 2003 through June 30, 2005, at maximum contract amounts of **$137,889.95** and **$155,580.85**. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

	Child Support Officer III #0219	Paralegal #0229
SFY 2003/04	$ 62,853.84	$70,895.16
SFY 2004/05	$ 75,036.11	$84,685,69
Total Funding	$137,889.95	$155,580.85

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to reimburse the County for actual expenditures incurred in accordance with Exhibits B.1 (Budget Detail), which are incorporated in these Agreements.

The inter-jurisdictional employee exchange agreements are entered into between the DCSS and the CSSD with the consent and approval of the employees, pursuant to the provisions of California Government Code Section 19050.8 and Title 2 of the California Code of Regulations, Section 427.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of these agreements is to have the CSSD employees bring local perspective into the design of a common statewide system for tracking and enforcement of child support. Under the direction of the DCSS, the CSSD Project Consultants will perform various activities requiring independent, responsible and complex analytical work. The CSSD Project Consultants will provide the business perspective associated with the CCSAS Project system engineering case management, financial management, and administrative management functions in areas pertaining to, defining, and clarifying business rules, administrative, policy, and statutory business procedures, and data requirements. The CSSD Consultants will participate in requirements analysis, system design, user acceptance, testing, training and data conversion activities.

The assignment also includes participation in various project teams; interaction with project vendor partners reviewing deliverables; identifying issues; reviewing Legacy Database requirements; and, providing business expertise to the CCSAS Project Management Team, vendor partners, and project staff.

Government Code Section 19050.8 authorizes employee loan agreements between government agencies. Exhibit E, Employee Certification, acknowledges the employee's voluntary consent to this loan agreement. The Agreements have been approved as to form by County Counsel.

CONTRACTING PROCESS

These Agreements were prepared by the State of California Department of Child Support Services to bring local perspective into the design of a common statewide program for tracking and enforcement of child support.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or other County departments.

CONCLUSION

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the Agreements to California Department of Child Support Services, Jan Sherwood, Deputy Director, Administrative Services Division, P.O. Box 419064, Rancho Cordova, California 95741-9064 and one set of original Agreements along with the original Request for Appropriation Adjustment to Child Support Services Department, 5770 South Eastern Avenue, 4th Floor, Commerce, California 90040, attention Elisha Gardner at (323) 889-3414.

Respectfully submitted,

Philip L. Browning
Director

PLB:ad

Attachments

c: Executive Officer, Board of Supervisor
Chief Administrative Officer
County Counsel

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

AGREEMENT NUMBER
C-03-2-0219
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
LOS ANGELES COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

2. The term of this Agreement is: September 1, 2003 through June 30, 2005

3. The maximum amount of this Agreement is: $ 137,889.95
One Hundred Thirty Seven Thousand Eight Hundred Eighty Nine Dollars and Ninety Five Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit A.1 – Duty Statement	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B.1 – Budget Detail	1 page(s)
Exhibit C* – General Terms and Conditions	GTC103
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Employee Certification	1 page(s)

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Los Angeles County Department of Child Support Services

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
California Department of Child Support Services

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)* 7/30/03

PRINTED NAME AND TITLE OF PERSON SIGNING
Jan Sherwood, Deputy Director, Administrative Services Division

ADDRESS
P.O. Box 419064, Rancho Cordova, CA 95741-9064

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A
SCOPE OF WORK

This inter-jurisdictional employee exchange (Agreement) is entered into between the California Department of Child Support Services (DCSS) and the **Los Angeles** County Department of Child Support Services (County and/or Contractor) with the consent and approval of **Justine Lam**, pursuant to the provisions of California Government Code Section 19050.8 and Title 2 of the California Code of Regulations, Section 427.

1. The County agrees to provide to DCSS the services and expertise of one employee, **Justine Lam** (Employee), to support the Child Support Program and the California Child Support Automation System (CCSAS) Project. Employee agrees to provide such services to DCSS. DCSS agrees to accept the services of the Employee.

2. The duties and responsibilities of the position are set forth in the Local Child Support Agency CCSAS Project Consultant Duty Statement, a copy of which is attached hereto and incorporated herein as Exhibit A. 1. Employee shall serve under the direct supervision of one of the Staff Services Managers in the Child Support Policy Branch of the Child Support Services Division.

3. During the term of this Agreement, the County shall continue to employ Employee in the classification of **Child Support Officer III**. 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 Officer III**. The Employee shall retain his/her incumbency in the permanent position of **Child Support Officer III**, as well as all other benefits of County employment.

4. 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.

5. 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.

6. 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.

7. State 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 law of the State of California concerning the provision of workers' compensation benefits.

8. The project coordinators during the term of this Agreement will be:

DCSS	Los Angeles County Department of Child Support Services
Donna Hershkowitz Deputy Director Child Support Services Division (916) 464-5140	Penny Van Bogaert Administrative Deputy (323) 889-2981 fax (323) 838-4417
Gail Davies Contractor Analyst Business Services Section (916) 464-5081 fax (916) 464-5213	

EXHIBIT A. 1
DUTY STATEMENT

LOCAL CHILD SUPPORT AGENCY (LCSA)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
PROJECT CONSULTANT
(County Contract Only)

GENERAL STATEMENT:

The purpose of this position is to bring local perspective into the design of a common statewide system. Under the direction of the California Department of Child Support Services (DCSS), the LCSA CCSAS Project Consultant performs a variety of activities requiring independent, responsible and complex analytical work. The LCSA Project Consultant provides the business perspective associated with the CCSAS Project system engineering case management, financial management, and administrative management functions in areas pertaining to, defining, and clarifying business rules, administrative, policy, and statutory business procedures, and data requirements. The Consultant participates in requirements analysis, system design, user acceptance testing, training, and data conversion activities. Assignments include participation in various project teams; interaction with project vendor partners reviewing deliverables; identifying issues; reviewing Legacy Database requirements; and, providing business expertise to the CCSAS Project Management Team, vendor partners, and project staff.

TYPICAL DUTIES:

Time	Descriptions
25%	Explain local case management and financial management procedures; explain policy and statutory processes and procedures; communicate, define, clarify, and document requirements with the Child Support Enforcement (CSE) Business Partner; may explain and clarify the use of legal and non-legal forms; explain the use of administrative and management reports; recommend statewide forms and reports; review various project deliverables; research and resolve requirements questions; Identify and analyze project risks and develop mitigation strategies for LCSA-related risks; identify and analyze project issues and LCSA-related project issues; support the review of requirement change requests for program impact; identify and review opportunities for reengineering to statewide processes; and attend requirements Informal and Technical Progress Reviews.
25%	Review and recommend system design features; attend design Informal and Technical Progress Reviews; review design work products and attend information reviews.

25% Review and provide input for Master Test Plan; review and clarify test scenarios; witness BP System Verification Test; review and provide input for System Qualification Test Plan; develop System Qualification Test scenarios, test cases, and test data; document System Qualification Test results; participate in production validation review; participate in Certification Review.

15% Assist in the mapping of existing data to new data structure; attend and recommend Operational Readiness and Assessment Review acceptance process; review orientation materials; review functional mapping activities including "as is – to be" activities which document current business practices and future business processes; recommend and review training curriculum and materials; review and recommend outreach materials; review Onsite Support Plan; review revised business procedures; review and recommend Model Office requirements and implementation.

10% Explain data and its use and recommend system performance objectives from the user perspective.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1) AGREEMENT AMOUNT: The maximum amount payable under this agreement shall not exceed **$137,889.95**. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

SFY 2003/04	$62,853.84
SFY 2004/05	$75,036.11

2) INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to reimburse the County for actual expenditures incurred in accordance with Exhibit B.1 (Budget Detail), which is attached and incorporated herein by this reference.

Detailed invoices and supporting documents for actual services shall include the Agreement Number C-03-2-0219 and be submitted monthly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
P.O. Box 419064
Rancho Cordova, CA 95741-9064

Attention: Donna Hershkowitz

Invoices not containing this information may be returned with requests for the inclusion of the Agreement Number. Invoicing may occur at six month intervals in arrears at Contractor option.

3) Short-Term Travel

In the event the Employee is required to travel on behalf of DCSS, the DCSS Rancho Cordova, CA offices will be considered to be Headquarters for purposes of reimbursement for short-term travel as defined in the State's Department of Personnel Administration (DPA) Regulation 599.619. Upon submission of a completed Travel Expense Claim form (STD. 262A) by Employee, DCSS agrees to reimburse directly to Employee all travel and per diem expenses incurred in carrying out the terms of this Agreement. Reimbursement shall be in accordance with State DPA Regulation 599.619 and 599.626.1. Employee shall itemize travel costs on the most current DCSS Travel Expense Claim Form STD 262A. The reimbursement rates and claim forms will be supplied to the Employee by DCSS. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

Long Term Travel:

During the term of this Agreement, the Employee(s) will be considered to be headquartered in their County and assigned to the DCSS Rancho Cordova office. Reimbursement for long term travel will be in accordance with the terms of an applicable bargaining agreements and/or County rules and regulations. The Employee(s) must have prior permission to incur any travel expenses from DCSS. Travel expenses incurred by Employee while assigned to DCSS will be reimbursed by the County directly to the Employee(s) in accordance with the policies and procedures established by that County. The County will in turn include any claim for reimbursement of travel charges as a separate line item on the monthly invoice submitted to DCSS.

4) STATE 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 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, the State shall have the option to either: cancel this Agreement with no liability occurring to the State; or offer an Agreement Amendment to County to reflect the reduced amount.

5) 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 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) The State has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

6) 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).

7) REVIEWS: The State reserves the right to review levels and billing procedures as they impact charges against this Agreement.

8) FINAL BILLING: Final billing for services must be received by the State within 90 days following the end of the agreement.

EXHIBIT B.1

Budget Detail
September 1, 2003 through June 30, 2005

Description	SFY 2003/04 9/1/03 through 6/30/04	SFY 2004/05 7/1/04 through 6/30/05
Salary	$36,515.50	$43,818.60
Retirement	$2,326.00	$2,791.20
Medicare	$537.20	$644.64
Health Insurance	$2,301.10	$2,761.32
Dental Insurance	$300.00	$360.00
Flex Earnings	$531.00	$637.20
Long Term Travel Expenses[1]	$17,350.00	$20,450.00
Sub Total	**$59,860.80**	**$71,462.96**
5% contingency[2]	**$2,993.04**	**$3,573.15**
TOTAL	**$62,853.84**	**$75,036.11**
TOTAL ALL YEARS		**$137,889.95**

[1] The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the County's then-current travel polices and procedures.

[2] A five percent contingency has been added to the encumbered funds for SFY 2003/04 and 2004/05 respectively. Such contingency is intended to make funds available in the event of unforeseen budget item increases such as, health care premium increases or salary increases due to collective bargaining agreement revisions affecting the Employee's classification. In no event, however, shall DCSS reimburse the county in an amount greater than the actual expenses incurred by the county.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. 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 Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor 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, suppliers, 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 Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. 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 effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:
a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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.

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.

3. **DISPUTE PROVISIONS**
   (1) If the County disputes a decision of the State'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 the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
      a. the decision under dispute;
      b. the reason(s) County believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
      c. identification of all documents and substance of all oral communication which support County's position; and
      d. the dollar amount in dispute, if applicable.
   (2) Upon receipt of the written dispute notice, the State 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:
      a. a description of the dispute;
      b. a reference to pertinent contract provisions, if applicable;
      c. a statement of the factual areas of agreement or disagreement; and
      d. a statement of the representative's decision with supporting rationale.

(3) 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, Contracts Section
P.O. Box 419064
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. **TERMINATION WITHOUT CAUSE**
This Agreement may be terminated without cause by any party to the contract or by Employee upon 30 days written notice to the other parties.

5. **CERTIFICATION REGARDING LOBBYING**: In accordance with Section 1352, Title 31 of the U.S. Code, 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 DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. (http://www.whitehouse.gov/omb/grants/sfllllin.pdf)

(3) The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. **DEBARMENT AND SUSPENSION**: For federally funded agreements in the amount of $25,000 or more, the Contractor certifies by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective recipient of federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm

7. **UNION ORGANIZING**: For contracts over $50,000, Contractor by signing this agreement hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement.
(1) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
(2) No state funds received under this agreement will be used to assist, promote or deter union organizing.
(3) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
(4) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=16001-17000&file=16645-16649

EXHIBIT E

EMPLOYEE CERTIFICATION

Government Code Section 19050.8 authorizes employee loan agreements between government agencies. The consent below acknowledges the employee's voluntary consent to this loan agreement:

I, **Justine Lam**, hereby give my voluntary consent 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 Project Consultant Duty Statement.

Justine Lam

9/26/03
Date

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

AGREEMENT NUMBER
C-03-2-0220
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
LOS ANGELES COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

2. The term of this Agreement is: September 1, 2003 through June 30, 2005

3. The maximum amount of this Agreement is: $ 155,580.85
One Hundred Fifty Five Thousand Five Hundred Eighty Dollars and Eighty Five Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit A.1 – Duty Statement	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit B.1 – Budget Detail	1 page(s)
Exhibit C* – General Terms and Conditions	GTC103
Check mark one item below as Exhibit D:	
☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 page(s)
☐ Exhibit - D* Special Terms and Conditions	
Exhibit E – Employee Certification	1 page(s)

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

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Los Angeles County Department of Child Support Services

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
California Department of Child Support Services

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)* 9/30/03

PRINTED NAME AND TITLE OF PERSON SIGNING
Jan Sherwood, Deputy Director, Administrative Services Division

ADDRESS
P.O. Box 419064, Rancho Cordova, CA 95741-9064

California Department of General Services Use Only

☐ Exempt per:

EXHIBIT A
SCOPE OF WORK

This inter-jurisdictional employee exchange (Agreement) is entered into between the California Department of Child Support Services (DCSS) and the **Los Angeles** County Department of Child Support Services (County and/or Contractor) with the consent and approval of **Andrea Schaper**, pursuant to the provisions of California Government Code Section 19050.8 and Title 2 of the California Code of Regulations, Section 427.

1. The County agrees to provide to DCSS the services and expertise of one employee, **Andrea Schaper** (Employee), to support the Child Support Program and the California Child Support Automation System (CCSAS) Project. Employee agrees to provide such services to DCSS. DCSS agrees to accept the services of the Employee.

2. The duties and responsibilities of the position are set forth in the Local Child Support Agency CCSAS Project Consultant Duty Statement, a copy of which is attached hereto and incorporated herein as Exhibit A. 1. Employee shall serve under the direct supervision of one of the Staff Services Managers in the Child Support Policy Branch of the Child Support Services Division.

3. During the term of this Agreement, the County shall continue to employ Employee in the classification of **Paralegal**. 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 **Paralegal**. The Employee shall retain his/her incumbency in the permanent position of **Paralegal**, as well as all other benefits of County employment.

4. 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.

5. 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.

6. 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.

7. State 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 law of the State of California concerning the provision of workers' compensation benefits.

8. The project coordinators during the term of this Agreement will be:

DCSS	Los Angeles County Department of Child Support Services
Donna Hershkowitz Deputy Director Child Support Services Division (916) 464-5140	Penny Van Bogaert Administrative Deputy (323) 889-2981 fax (323) 838-4417
Gail Davies Contractor Analyst Business Services Section (916) 464-5081 fax (916) 464-5213	

EXHIBIT A. 1
DUTY STATEMENT

LOCAL CHILD SUPPORT AGENCY (LCSA)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
PROJECT CONSULTANT
(County Contract Only)

GENERAL STATEMENT:

The purpose of this position is to bring local perspective into the design of a common statewide system. Under the direction of the California Department of Child Support Services (DCSS), the LCSA CCSAS Project Consultant performs a variety of activities requiring independent, responsible and complex analytical work. The LCSA Project Consultant provides the business perspective associated with the CCSAS Project system engineering case management, financial management, and administrative management functions in areas pertaining to, defining, and clarifying business rules, administrative, policy, and statutory business procedures, and data requirements. The Consultant participates in requirements analysis, system design, user acceptance testing, training, and data conversion activities. Assignments include participation in various project teams; interaction with project vendor partners reviewing deliverables; identifying issues; reviewing Legacy Database requirements; and, providing business expertise to the CCSAS Project Management Team, vendor partners, and project staff.

TYPICAL DUTIES:

Time	Descriptions
25%	Explain local case management and financial management procedures; explain policy and statutory processes and procedures; communicate, define, clarify, and document requirements with the Child Support Enforcement (CSE) Business Partner; may explain and clarify the use of legal and non-legal forms; explain the use of administrative and management reports; recommend statewide forms and reports; review various project deliverables; research and resolve requirements questions; Identify and analyze project risks and develop mitigation strategies for LCSA-related risks; identify and analyze project issues and LCSA-related project issues; support the review of requirement change requests for program impact; identify and review opportunities for reengineering to statewide processes; and attend requirements Informal and Technical Progress Reviews.
25%	Review and recommend system design features; attend design Informal and Technical Progress Reviews; review design work products and attend information reviews.

25% Review and provide input for Master Test Plan; review and clarify test scenarios; witness BP System Verification Test; review and provide input for System Qualification Test Plan; develop System Qualification Test scenarios, test cases, and test data; document System Qualification Test results; participate in production validation review; participate in Certification Review.

15% Assist in the mapping of existing data to new data structure; attend and recommend Operational Readiness and Assessment Review acceptance process; review orientation materials; review functional mapping activities including "as is – to be" activities which document current business practices and future business processes; recommend and review training curriculum and materials; review and recommend outreach materials; review Onsite Support Plan; review revised business procedures; review and recommend Model Office requirements and implementation.

10% Explain data and its use and recommend system performance objectives from the user perspective.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1) AGREEMENT AMOUNT: The maximum amount payable under this agreement shall not exceed **$155,580.85**. Shown below are the amounts that cannot be exceeded for each of the fiscal years:

SFY 2003/04	$70,895.16
SFY 2004/05	$84,685.69

2) INVOICING AND PAYMENT: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to reimburse the County for actual expenditures incurred in accordance with Exhibit B.1 (Budget Detail), which is attached and incorporated herein by this reference.

Detailed invoices and supporting documents for actual services shall include the Agreement Number C-03-2-0220 and be submitted monthly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
P.O. Box 419064
Rancho Cordova, CA 95741-9064

Attention: Donna Hershkowitz

Invoices not containing this information may be returned with requests for the inclusion of the Agreement Number. Invoicing may occur at six month intervals in arrears at Contractor option.

3) Short-Term Travel

In the event the Employee is required to travel on behalf of DCSS, the DCSS Rancho Cordova, CA offices will be considered to be Headquarters for purposes of reimbursement for short-term travel as defined in the State's Department of Personnel Administration (DPA) Regulation 599.619. Upon submission of a completed Travel Expense Claim form (STD. 262A) by Employee, DCSS agrees to reimburse directly to Employee all travel and per diem expenses incurred in carrying out the terms of this Agreement. Reimbursement shall be in accordance with State DPA Regulation 599.619 and 599.626.1. Employee shall itemize travel costs on the most current DCSS Travel Expense Claim Form STD 262A. The reimbursement rates and claim forms will be supplied to the Employee by DCSS. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

Long Term Travel:

During the term of this Agreement, the Employee(s) will be considered to be headquartered in their County and assigned to the DCSS Rancho Cordova office. Reimbursement for long term travel will be in accordance with the terms of an applicable bargaining agreements and/or County rules and regulations. The Employee(s) must have prior permission to incur any travel expenses from DCSS. Travel expenses incurred by Employee while assigned to DCSS will be reimbursed by the County directly to the Employee(s) in accordance with the policies and procedures established by that County. The County will in turn include any claim for reimbursement of travel charges as a separate line item on the monthly invoice submitted to DCSS.

4) STATE 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 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, the State shall have the option to either: cancel this Agreement with no liability occurring to the State; or offer an Agreement Amendment to County to reflect the reduced amount.

5) 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 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) The State has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

6) 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).

7) REVIEWS: The State reserves the right to review levels and billing procedures as they impact charges against this Agreement.

8) FINAL BILLING: Final billing for services must be received by the State within 90 days following the end of the agreement.

EXHIBIT B.1

Budget Detail
September 1, 2003 through June 30, 2005

Description	SFY 2003/04 9/1/03 through 6/30/04	SFY 2004/05 7/1/04 through 6/30/05
Salary	$41,980.00	$50,376.00
Retirement	$2,231.80	$2,678.16
Medicare	$595.10	$714.12
Health Insurance	$1,763.30	$2,115.96
Dental Insurance	$260.00	$312.00
Flex Earnings	$3,339.00	$4,006.80
Long Term Travel Expenses[1]	$17,350.00	$20,450.00
Sub Total	**$67,519.20**	**$80,653.04**
5% contingency[2]	**$3,375.96**	**$4,032.65**
TOTAL	**$70,895.16**	**$84,685.69**
TOTAL ALL YEARS		**$155,580.85**

[1] The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the County's then-current travel polices and procedures.

[2] A five percent contingency has been added to the encumbered funds for SFY 2003/04 and 2004/05 respectively. Such contingency is intended to make funds available in the event of unforeseen budget item increases such as, health care premium increases or salary increases due to collective bargaining agreement revisions affecting the Employee's classification. In no event, however, shall DCSS reimburse the county in an amount greater than the actual expenses incurred by the county.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. 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 Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor 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. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor 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, suppliers, 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 Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 103 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of $100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. 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 effected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of $50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:
a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

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.

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.

3. **DISPUTE PROVISIONS**
   (1) If the County disputes a decision of the State'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 the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
      a. the decision under dispute;
      b. the reason(s) County believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
      c. identification of all documents and substance of all oral communication which support County's position; and
      d. the dollar amount in dispute, if applicable.
   (2) Upon receipt of the written dispute notice, the State 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:
      a. a description of the dispute;
      b. a reference to pertinent contract provisions, if applicable;
      c. a statement of the factual areas of agreement or disagreement; and
      d. a statement of the representative's decision with supporting rationale.

(3) 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, Contracts Section
P.O. Box 419064
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. **TERMINATION WITHOUT CAUSE**
This Agreement may be terminated without cause by any party to the contract or by Employee upon 30 days written notice to the other parties.

5. **CERTIFICATION REGARDING LOBBYING**: In accordance with Section 1352, Title 31 of the U.S. Code, 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 DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. (http://www.whitehouse.gov/omb/grants/sfllin.pdf)

(3) The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. **DEBARMENT AND SUSPENSION**: For federally funded agreements in the amount of $25,000 or more, the Contractor certifies by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective recipient of federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
http://www.acf.dhhs.gov/programs/ofs/grants/debar.htm

7. **UNION ORGANIZING**: For contracts over $50,000, Contractor by signing this agreement hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement.
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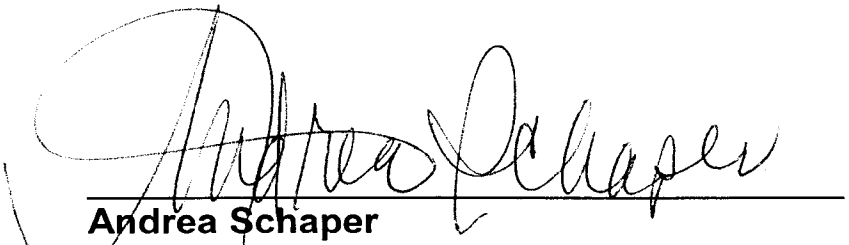
(2) No state funds received under this agreement will be used to assist, promote or deter union organizing.
(3) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
(4) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=16001-17000&file=16645-16649

EXHIBIT E

EMPLOYEE CERTIFICATION

Government Code Section 19050.8 authorizes employee loan agreements between government agencies. The consent below acknowledges the employee's voluntary consent to this loan agreement:

I, **Andrea Schaper**, hereby give my voluntary consent 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 Project Consultant Duty Statement.



Andrea Schaper

9-29-03

Date

76R 352M 11/83

BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. No. 371

DEPARTMENT OF CHILD SUPPORT SERVICES — Sept. 23, 2003

AUDITOR-CONTROLLER.
THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4 VOTES

Fiscal Year 2003/04

SOURCES	USES
Child Support Services Department Fund/Org 14280 Revenue - Federal Other A01 CD 9001 $88,000	Child Support Services Department Fund/Org 14280 Salaries & EB Benefits A01 CD 1000 $99,000
Child Support Services Department Fund/Org 14280 Revenue - State Other A01 CD 8831 $46,000	Child Support Services Department Fund/Org 14280 Services & Supplies A01 CD 2000 $35,000
TOTAL $134,000	TOTAL $134,000

JUSTIFICATION:

This budget adjustment (BA) is required to appropriate Federal and State funding to the S & EB and S & S appropriations pursuant to DCSS contract Nos. C-03-2-0220 & C-03-2-0219 for the reimbursement of consulting costs of 2 County staff for the CCSAS project. See Board letter attached.

Barbara Rankin

Barbara Rankin, Fiscal Officer II

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR— ACTION ✓ RECOMMENDATION

AUDITOR-CONTROLLER BY John Naimo

SEPT 26 2003

No. 85

APPROVED AS REQUESTED ✓ AS REVISED

SEPT 29, 2003

J. Kirkhorn for David E. Janssen

CHIEF ADMINISTRATIVE OFFICER

APPROVED (AS REVISED): BOARD OF SUPERVISORS 19

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER