

DEPARTMENT OF SOCIAL SERVICES



APPENDIX 5

June 29, 2009

Judicial Council of California
455 Golden Gate Avenue
San Francisco, CA 94102-3600

*COPY
received
6-30-09*

ATTN: MICHAEL WRIGHT

Subject: Agreement Number 10-0283-10

Attached is the Agreement between the California Department of Child Support Services (DCSS) and Judicial Council of California (JCC).

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies.

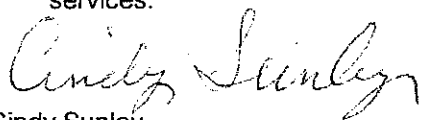
No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call Cindy Sunley at (916) 464-5273.

Complete the following marked item(s) and return to the above address within ten (10) business days:

- Standard Agreement (STD 213) with attached exhibits. Sign and date both copies of the STD 213, and return both copies with original signatures.
- Interjurisdictional Employee Exchange Agreement (IEE). Sign and date both copies of the STD 213, have Employee sign Exhibit F, and return all original signatures.
- Standard Agreement Amendment (STD 213A). **Sign and date both copies** of the STD 213A, and **return both copies** with original signatures.
- Short Form Contract (STD 210). Sign and date both copies of the STD 210, and return both copies with original signatures.
- Payee Data Record (STD 204). Complete, sign, and return.
- Contractor Certification Clauses (CCC 1005). Complete, sign and return.
- Obtain and forward the liability insurance certificate required by the terms of contract.
- Obtain and forward resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- Other:

Contract status:

- The enclosed approved Agreement is for your records. You are now authorized to provide services.


Cindy Sunley
Associate Contract Analyst

Enclosures

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

10-0283-10

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

Judicial Council of California

2. The term of this

Agreement is: July 1, 2009 through June 30, 2011

3. The maximum amount

\$111,107,734.00

of this Agreement is:

One Hundred Eleven Million One Hundred Seven Thousand Seven Hundred Thirty-Four Dollars and zero 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	4 pages
Exhibit B – Budget Detail and Payment Provisions	1 pages
Exhibit B-1- Budget Detail	1 page
Exhibit C* – General Terms and Conditions	GIA 101
Exhibit D – Special Terms and Conditions	2 page

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.)

Judicial Council of California

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

GRANT WALKER, Business Services Manager

ADDRESS

455 Golden Gate Avenue
San Francisco, CA 94102-3600

STATE OF CALIFORNIA

AGENCY NAME

Department of Child Support Services

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

MARK BECKLEY, Deputy Director, Administrative Services Division

ADDRESS

P. O. Box 419064, Rancho Cordova, Ca 95741-9064

**California Department of General
Services Use Only**

**Agreement is exempt from DGS/OLS
approval. See DCSS Legal Analysis
dated July 7, 2005, a copy of which is
included in the file.**

Exempt per:

AGREEMENT NUMBER 10-0283-10
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

Judicial Council of California

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3. The maximum amount of this Agreement is: \$111,107,734.00
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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		California Department of General Services Use Only Agreement is exempt from DGS/OLS approval. See DCSS Legal Analysis dated July 7, 2005, a copy of which is included in the file.
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Judicial Council of California		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
GRANT WALKER, Business Services Manager		
ADDRESS		
455 Golden Gate Avenue San Francisco, CA 94102-3600		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Child Support Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
MARK BECKLEY, Deputy Director, Administrative Services Division		
ADDRESS		
P. O. Box 419064, Rancho Cordova, Ca 95741-9064		

Exempt per:

EXHIBIT A

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Child Support Services (DCSS) and Judicial Council of California (JCC) for the coordination of respective efforts, and obtaining State and Federal reimbursement for the Judicial Council and the local courts for the ongoing operation of the statewide Title IV-D Child Support Commissioner System and the Family Law Facilitator's Offices in the local courts.

1. The project representatives during the term of this agreement will be:

Department of Child Support Services	Judicial Council of California
Kathleen Hrepich, Chief Counsel Office of Legal Services P.O. Box 419064, MS 70 Rancho Cordova, CA 95741-9064 Phone: (916) 464-5394	Diane Nunn 455 Golden Gate Avenue San Francisco, CA 94102 (415) 865-7670 or (415) 865-7689
Direct all contract questions to:	
Cindy Sunley Associate Contract Analyst Contract and Procurement Section P.O. Box 419064, MS 20 Rancho Cordova, CA 95741 Phone: (916) 464-5273 Fax: (916) 464-5614	Michael Wright 455 Golden Gate Avenue San Francisco, CA 94102 (415) 865-7619

2. **JCC agrees to:**

- A. Adopt and revise rules of court and appropriate forms for use in the Title IV-D Child Support Commissioner System, in accordance with State and federal law, to streamline and simplify the system for parents and the Local Child Support Agencies (LCSAs).
- B. Review periodically, as appropriate, minimum mandatory education and training requirements which include both State and federal laws and regulations for Child Support Commissioners, Family Law Facilitators and other court personnel assigned to process Title IV-D child support cases.
- C. Provide training at least annually for Commissioners, Family Law Facilitators, and other appropriate court personnel assigned to process Title IV-D child support cases.
- D. Review and revise, if appropriate (based on statistics and information collected by the courts if available, and statistics and information collected by the LCSAs and other available sources), existing caseload, case processing, and staffing standards for Child

EXHIBIT A

Support Commissioners. Standards must set forth the maximum number of Title IV-D cases that each Child Support Commissioner will be expected to process and shall be reviewed every two years thereafter.

- E. Provide technical assistance to counties on issues relating to operation of the Child Support Commissioner System and Family Law Facilitators Offices, including assistance related to funding, staffing, and the sharing of resources between counties.
- F. Distribute funding to the courts for Title IV-D Child Support Commissioners, Family Law Facilitators, and related allowable Title IV-D costs in compliance with State and Federal laws and regulations:
- G. Study the use of automation and other appropriate technology in the Child Support Commissioner System including Family Law Facilitators Offices to track and expedite the processing of cases, to improve parents' access to the courts, to make the court processes more cost-efficient, and to make recommendations to DCSS, as appropriate.
- H. Establish meet-and-confer processes in consultation with the DCSS and affected county departments and courts for resolving issues which may arise in connection with the operation of the statewide Commissioner System including blanket preemptory challenges of commissioners, failure of the courts to process child support cases within federal time frames or failure of the courts to process child support cases in accordance with the procedures mandated by State law and statewide rules of court.
- I. Adopt and revise minimum standards of performance for the Office of the Family Law Facilitator and any forms or rules of court that are necessary for statewide implementation and ongoing operation, as appropriate.
- J. Require local courts comply with State and local laws and regulations based on the provisions of the State of California Accounting Standards and Procedures for Counties.
- K. Ensure that indirect court costs reimbursed for the Child Support Commissioner System including Family Law Facilitators Offices are no more than the AOC approved indirect rate percentage for each court, charged against personal services for those programs, at actual not to exceed 20%.
- L. Require timely submission from the local courts for all claims for reimbursement of the Child Support Commissioner System including Family Law Facilitators Offices.
- M. Ensure DCSS is able to recoup all advanced funds in consideration of delaying recoupment.
- N. Require local courts comply with case processing standards prescribed by State and federal law and regulations and statewide rules of court.
- O. Require local courts enter into a written agreement with their LCSA to delineate their respective responsibilities for processing Title IV-D cases in compliance with State and federal laws and regulations and statewide rules of court. Written agreements should also

EXHIBIT A

specify procedures to handle disputes regarding case processing which may arise between the local court and the LCSA.

- P. Will not enter into subcontracts for the provision of services under this Agreement without the prior written consent of DCSS.
- Q. Be the sole point of contact for this Agreement.

3. DCSS agrees to:

- A. Cooperate in the operation of the statewide Child Support Commissioner System and Family Law Facilitators' Offices.
- B. Provide timely responses to the JCC's requests for information and/or technical assistance.
- C. Review the JCC's billing procedures and provide technical assistance as needed to ensure that the procedures meet federal claiming requirements.
- D. Submit claims and provide federal reimbursement with matching State funds to the JCC for the JCC's and the local courts' allowable costs related to the ongoing operation of the statewide Child Support Commissioner System including the Family Law Facilitator's Offices in the counties.
- E. Ensure prompt revision to any statewide automated child support system to accommodate implementation, operation and future revisions to the Statewide Child Support Commissioner System.
- F. Meet and confer with the JCC and, if necessary, affected county departments and courts regarding problems that may arise in connection with the Child Support Commissioner System including the Family Law Facilitator Program.

4. Joint Responsibilities:

- A. Maintain such records as required by State and federal law or practice and as DCSS and JCC may jointly agree.
- B. Designate staff to have primary responsibility for program liaison and coordination of activities under this Agreement and meet, when necessary, to further define specific program procedures. Either party may change the designated contact person by notification to the other party in writing.
- C. Review and copy any records and supporting documentation pertaining to the performance of this Agreement. In addition, each party agrees to pay to the other the amount of the State's liability to the federal government which results from that party's

EXHIBIT A

failure to perform the responsibilities or comply with the conditions required by this Agreement and identified by said audit exception.

- D. Protect all sensitive data, documentation or other information designated confidential by either DCSS or JCC and made available to the other party in order to carry out this Agreement including, but not limited to, unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the Agency providing the materials. The identification of all such confidential data and information, as well as the providing Agency's procedural requirements for protection of such data and information from the unauthorized use and disclosure, will be provided in writing to the receiving Agency by the providing Agency. It is understood that the unauthorized release or other use of confidential information is punishable as a misdemeanor. It is understood that both parties shall comply with safeguarding of information requirements provided in Sections 11478.1 of the Welfare and Institutions Code, 17212 of the Family Code, and 111430 and 111440 of Title 22, California Code of Regulations.
-
- E. Work together to determine when to initiate the recoupment of advanced funds without hardship to small counties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the attached Exhibit B.1., Budget Details.
- B. Itemized invoices shall include the Agreement Number and shall be submitted as one original with three copies. Invoices shall not be submitted more frequently than monthly in arrears to:

California Department of Child Support Services
Administrative Services Division
Contracts Fiscal Support Unit, MS-22
P. O. Box 419064
Rancho Cordova, CA 95741-9064

2. 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: 1) Cancel this Agreement with no liability occurring to the State, or 2) Offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. CONTRACTS 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 sufficient funds available to the DCSS by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by 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 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.

4. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

EXHIBIT B.1

BUDGET DETAILS

	FY 09/10	FY 10/11
Cost for Child Support Commissioner System		
Salaries (475.88 FTEs)	\$20,988,267	\$20,988,267
Benefits	\$10,270,854	\$10,270,854
Operating Expenses and Equipment	\$8,038,060	\$8,038,060
Indirect Costs	\$5,358,707	\$5,358,707
Sub-total	\$44,655,888	\$44,655,888
Cost for Family Law Facilitator Office		
Salaries (217.06 FTEs)	\$7,880,247	\$7,880,247
Benefits	\$3,611,717	\$3,611,717
Operating Expenses and Equipment	\$1,754,045	\$1,754,045
Indirect Costs	\$1,993,302	\$1,993,302
Sub-total	\$15,239,310	\$15,239,310
Administrative Costs for Judicial Council		
Salaries (9 FTEs)	\$723,184	\$723,184
Benefits	\$216,955	\$216,955
Operating Expenses and Equipment	\$282,166	\$282,166
Sub-total	\$1,222,305	\$1,222,305
Total Cost	\$61,117,503	\$61,117,503

FUNDING:

DCSS (FF @ 66% / GF @ 34%)	\$44,753,867	\$44,753,867
DCSS (FF @ 66%)	\$10,800,000	\$10,800,000
JCC (34% match required)	\$5,563,636	\$5,563,636
Total	\$61,117,503	\$61,117,503
Total payable by DCSS	\$55,553,867	\$55,553,867
Total payable by JCC	\$5,563,636	\$5,563,636

AGREEMENT TOTAL \$111,107,734.00

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **AMENDMENT:** This Agreement may be amended by mutual agreement of the parties hereto, in writing. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on either party.
2. **CANCELLATION:** Either party may terminate this Agreement for any reason, upon thirty days (30) prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.
3. **CERTIFICATION REGARDING LOBBYING**
 - A. 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 of Lobbying Activities," in accordance with its instructions. (<http://www.whitehouse.gov/omb/grants/sflllin.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.
 - B. 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

EXHIBIT D

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.

4. 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>.

5. UNION ORGANIZING

- A. 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.
- 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 hold meetings.
 - d. If Contractor incurs costs, or makes expedited to assist promote or deter union organizing, Contractor will maintain records sufficient to show that no reimburse from state funds has been sought for these cases, and that Contractor shall provide though records to the attorney general upon request <http://www.ols.dgs.ca.gov/main/abiaaiodoc>.

