

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

134



FROM: DEPT. OF PUBLIC SOCIAL SERVICES

SUBMITTAL DATE:
01/05/05

SUBJECT: REVISION TO STANDARD AGREEMENT NO. 04-1014 WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

RECOMMENDED MOTION: That the Board of Supervisors approve the replacement of the attached revised Exhibit A and Exhibit B to Standard Agreement No. 04-1014.

BACKGROUND: On January 4, 2005 (agenda #3.27), the Board approved Standard Agreement #04-1014 with the California Department of Social Services (CDSS) for the period 01/01/05 through 06/30/06 in the amount of \$123,025.39 regarding the loan of one Department of Public Social Services (DPSS) employee to CDSS. Subsequent to this approval, CDSS revised two of the attachments to the agreement, Exhibit A and Exhibit B.

The changes caused by the revisions are that: (1) the DPSS employee would be compensated for any over time worked in accordance with county policy and (2) that any travel reimbursement would be with funds from outside of the agreement. These changes do not impact the agreement's dollar value or the time period.

Susan Loew

Susan Loew, Interim Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	04/05

SOURCE OF FUNDS: 100% State Reimbursement	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:
APPROVE

County Executive Office Signature *Dan Martinez*

Dep't Recomm.: Consent Policy Policy

Per Exec. Ofc.: Consent Policy

EXHIBIT A
(Interagency Agreement)

SCOPE OF WORK

- A. The County of Riverside (Contractor) agrees to provide to the California Department of Social Services (CDSS) personal services by loaning an employee to serve in the capacity of County Consultant for the Disability and Adult Programs Division, Adult Programs Branch, pursuant to Government Code Section 19050.8, as described herein.
- B. Contractor agrees to loan one employee, Karan Spencer, hereinafter referred to as Employee, who will be headquartered in the California Department of Social Services, Adult Programs Branch, Quality Assurance Bureau. Employee's duties are listed in Exhibit A – Attachment 1, Duty Statement.
- C. Contractor agrees to pay Employee a salary equal to that which employee would have earned had Employee remained in her/his permanent position of Program Specialist II with the Riverside County Department of Public Social Services.
- D. Contractor agrees to pay Employee all other benefits of employment to Employee's position with the Contractor. This shall include, but not be limited to, the employer's share of the personal services cost of health insurance, life insurance, and retirement benefits.
- E. Employee shall retain his/her permanent position as Program Specialist II at the County of Riverside during the term of this Agreement. The period during which Employee renders services pursuant to this Agreement shall be credited by Contractor to Employee for purposes of determining seniority, promotional status, retirement date, and other employee benefits.
- F. Upon termination of this Agreement, employee shall return to his/her regular permanent position as a Program Specialist II with the County of Riverside.
- G. In the event that CDSS requests an extension of the term of this Agreement, CDSS shall provide the County thirty (30) days advance notice to allow for County approval of the extension.
- H. Employee maintains all rights to compete in County open and promotional civil service examinations, and State open examinations.
- I. Employee shall abide by State and/or CDSS Disability and Adult Programs Division work rules, policies, and/or practices. Where conflicts may occur with County work rules, policies, and/or practices, State and/or CDSS Disability and Adult Programs Division work rules shall prevail.
- J. In the event that Employee terminates his/her employment with the Contractor, this Agreement shall terminate upon Employee's last day of employment and the Contractor shall not be obligated to provide another employee.
- K. CDSS agrees to reimburse Contractor for actual costs incurred by Contractor under the terms of this Agreement in accordance with Exhibit B - Attachment 1, Budget Detail.
- L. CDSS agrees to provide Employee with workspace, materials and equipment necessary to complete work assigned.
- M. CDSS agrees to provide any necessary training and/or feedback as needed to allow Employee to complete work assigned.

EXHIBIT A
(Interagency Agreement)

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

CDSS

Quality Assurance Bureau
Name: Martha Bracha
744 P Street, MS: 19-96
Sacramento, CA. 95814
Phone: (916) 229-4023

County of Riverside

Riverside County DPSS
Name: Nancy Lopez
10281 Kidd Street
Riverside, CA. 92503
Phone: (951) 358-3192

EXHIBIT B
(Interagency Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed \$123,025.39. Shown below are the amounts that cannot be exceeded for each fiscal year(s):

2004/05 \$40,256.83
2005/06 \$82,768.56

2. For services satisfactorily rendered and upon receipt and approval of the invoice(s), the California Department of Social Services agrees to reimburse the Riverside County Department of Public Social Services for said services in accordance with the rates specified in Exhibit B – Attachment I, Budget..
3. Invoices shall include the Agreement Number 04-1014 and Index Code 4906, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services
ADULT PROGRAM BRANCH
Quality Assurance Bureau
8745 Folsom Boulevard, Suite 230
Sacramento, CA 95826
Attn: Martha Bracha

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. 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, CDSS 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.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts With Federal Funds

1. 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.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS 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.

EXHIBIT B
(Interagency Agreement)

3. 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 in funds.
4. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Reviews

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

E. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

F. Budget Modifications

1. Changes to the line-item budget may be made without formal contract amendment provided the Contractor adequately documents the need for the changes and all of the following requirements are met:
 - a. Change to any individual line-item that does not exceed \$20,000 or 10% of the contract total, whichever is less (any number of line-items may be adjusted as long as no one line-item adjustment exceeds the limits herein described).
 - b. The total amount of the Agreement does not change.
 - c. The Contractor submits a written request for budget modification and explains the need for change(s) and specifically identifies item(s) to be reduced or increased.
 - d. CDSS approves such changes in writing prior to implementation. The CDSS Quality Assurance Bureau Manager shall have thirty (30) days from receipt of the request to approve or deny the request for the exchange of funds between line items.
2. Any budget change not meeting the above conditions shall be by contract amendment.