#### STATE OF CALIFORNIA

#### STANDARD AGREEMENT

STD 213 (Rev 06/03)	AGREEMENT NUMBER
	10-0685-21
	REGISTRATION NUMBER

This Agreement is entered into between the State Agency and the Contractor named below: Department of Child Support Services (DCSS) CONTRACTOR'S NAME San Bernardino County, Department of Child Support Services (SCDCSS) The term of this September 30, 2016 through September 29, 2021 Agreement is: 3. The maximum amount \$1,323,252.00 One Million Three Hundred Twenty-Three Thousand Two Hundred Fifty-Two Dollars and 00/100 of this Agreement is: 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 A – Scope of Work

Exhibit A.1 - Project Summary

Exhibit A.2-Project Approach

Exhibit B – Budget Detail and Payment Provisions

Exhibit B.1 – Budget Detail

Exhibit C \* General Terms and Conditions

Exhibit D – Special Terms and Conditions

4 pages
6 pages
7 pages
7 pages
7 pages

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

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

CONTRACTOR	California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, part		
San Bernardino County, Department of Child Support		
BY (Authorized Signature)		
<b>E</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Marie Girulat, Director		
ADDRESS		
10417 Mountain View		
Loma Linda, CA 92354		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Child Support Services		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
<b>E</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Nan Chen, Chief Financial Officer	SCM Vol. 1, 4.06	
ADDRESS		
P.O. Box 419064, Rancho Cordova, CA 95841-9064		

### EXHIBIT A SCOPE OF WORK

## 1. Project Purpose

The Office of Child Support Services (OCSE) has awarded a Social Security Act section 1115 demonstration grant under a cooperative agreement to the California Department of Child Support Services (DCSS) to develop and implement programs that offer an alternative to contempt by incorporating procedural justice principles into child support business practices as part of a national demonstration framework. This grant award is known federally and locally as the *Procedural Justice Informed Alternatives to Contempt (herein after PJAC Project)*.

DCSS, in partnership with sub-grantees, San Bernardino County Department of Child Support Services (SBDCSS) and Riverside County Department of Child Support Services (RCDCSS), will seek to increase reliable payments, reduce arrears, minimize the need for continued enforcement actions and sanctions, and reduce the routine use of contempt by incorporating procedural justice principles in case management practices.

The proposed project design is outlined in the attached, Exhibit A.1, **Project Summary** and **Approach**. However, design details are guided by OCSE and the separately awarded project Evaluation team and remain fluid

## 2. Project Period

Initial project period is identified as September 30, 2016 through September 29, 2021 and the term of this Agreement is identified as October 1, 2016 through September 29, 2021.

Continuing project periods are dependent upon availability of federal funding and the renewal of non-competing continuation grant periods beyond September 29, 2021. DCSS may extend the agreement by sending written notice of its intent to extend to SBDCSS and RCDCSS within 30 days of securing federal and state funding for continuing project periods.

#### 3. The projects representatives:

State Agency:	Department of Child Support Services	Vendor:	San Bernardino County Department of Child Support Services
Attention:	Ross Woolley	Attention:	Ricardo Haro
	Grants Coordinator		Deputy Director
Address:	P.O. Box 419064	Address:	10417 Mountain View Ave.
	MS-210		Loma Linda, CA 92354

	Rancho Cordova, CA		
	95741-9064		
Phone:	(916) 464-6749	Phone:	(909) 478-7453
Fax:	(916) 464-7032	Fax:	N/A
E-mail	Ross.Woolley@dcss.ca.gov	E-mail	Ricardo.Haro@css.sbcounty.gov

## 4. DCSS Responsibilities

DCSS has direct oversight and responsibility for the PJAC demonstration project and must ensure appropriate project management for the PJAC project. The DCSS IV-D Director, or designated executive staff, will dedicate a minimum of 4 hours a month to program administration to ensure a statewide scope is considered in program design and management.

## 5. San Bernardino County agrees to:

For the duration of the contract period SBDCSS will employ:

- A. One full-time Project Manager, which will also serve as Evaluation Coordinator for the project (40 hours/week).
- B. One fulltime Case Manager
- C. One .75 FTE Case Manager, or as necessary, in years 1-4.

## 6. Program Management Responsibilities

The primary task of the Project Manager in SBDCSS is to ensure that the project is planned, implemented, and evaluated successfully pursuant to the grant Funding Opportunity Announcement/OCSE Guidance. The Project Manager's tasks fall under two broad areas.

## A. Project Development and Management:

- Effectively maintain communication with project staff, including the DCSS IV-D Director, Regional Administrator, Grant Coordinator, and partner agency staff.
- 2) Serve as primary local point of contact for DCSS, OCSE, and the Evaluation team.
- 3) Ensure successful collaboration with the DCSS, OCSE, Evaluation team, and partner agencies.
- 4) Serve as primary point of contact for Inland Empire Region with the Evaluation team to ensure successful random assignment process and evaluation integrity.

#### B. Data Collection and Management:

- 1) Ensure timely notification of all evaluation-related data collection requests and whether sharing of such data is authorized.
- 2) Assist DCSS and the Evaluation team, when necessary, with arrangements to obtain child support administrative data and administrative data of other agencies and programs, and materials that facilitate use of such data.
- 3) Ensure that all evaluation-related data collection and submission is appropriately staffed and managed with access to necessary technology, and that program staff who will be responsible for collecting evaluation-related data receive necessary training from the Evaluation team.
- 4) Ensure DCSS is provided with all written documents that the Evaluation team distributes.
- 5) Review written documents the Evaluation team prepares / provides to your site and provide draft comments to DCSS in a timely manner, prior to submission.
- 6) Assist the Evaluation team in scheduling interviews, surveys, focus groups, and any other required means of information collection for the purposes of program mapping and evaluation.
- Assist the Evaluation team in scheduling any onsite visits conducted for training or data collection purposes.
- 8) Actively participate in Evaluation team onsite visits and work with Evaluation team to coordinate logistics and agenda, as requested, and arrange for participation by all key decision makers.

## 7. Workshops/Trainings

#### A. Annual Workshops

The Project Manager and other project staff from SBDCSS will attend and actively participate in all OCSE/Evaluation team workshops held in Washington, DC during the identified project period of October 1, 2016 through September 29, 2021.

# B. Learning Community Activities

The Project Manager and Case Manager(s) will participate in all DCSS/OCSE/Evaluation team prescribed learning community calls, activities, and/or trainings. Learning Community calls will occur monthly through the life of the grant, and/or as necessary. Other learning community/training activities will also take place on an as needed basis.

Such activities may include:

1) Attending In-state meetings with the other California 1115 demonstration sites:

- Participating on project workgroups;
- 3) Attending DCSS/OCSE deemed necessary project related training(s), as required.

#### 8. Reports

- A. Performance Progress Reports (PPR) are due annually to OCSE and will be prepared in collaboration by SBDCSS and RCDCSS. The draft PPRs will be submitted to the DCSS for the Authorizing Official approval in a timely manner (no less than 15 days prior to the due date). DCSS will work with both subgrantees to ensure all required reporting elements are appropriately documented for the identified reporting periods. DCSS will review and submit the final approved PPR's to OCSE via the GrantSolutions web portal.
- B. Federal Financial Reports (FFR) SBDCSS and RCDCSS will provide all financial information needed to complete the FFR as needed. DCSS Accounting will complete and submit the FFR as required to OCSE with input from SBDCSS and RCDCSS as needed.

#### 9. Third-Party Agreements

Third party agreements may be necessary during the course of the PJAC project. Where appropriate, SBDCSS and RCDCSS will enter into agreements with local partner agencies such as: Work Force Development, Domestic Violence, Substance Abuse, and Education.

Third-party agreements must clearly describe the project activities and support to which the third party is committing. All third-party agreements must detail the scope of work to be performed, work schedules, and other terms and conditions that structure or define the relationship. Agreements are subject to approval by the DCSS Authorizing Official, prior to execution. Third-party agreement must be signed by the person in the third-party organization with the authority to make such commitments on behalf of the organization. All final third-party agreements must be provided to DCSS, and upon request, to OCSE.

#### 10. General Terms and Conditions:

Parties to this Agreement agree to comply with the requirements of the Department of Health and Human Services (HHS) Grants Policy Statement (HHS GPS), which can be found at <a href="https://www.acf.hhs.gov/grants/grants\_resources.html">www.acf.hhs.gov/grants/grants\_resources.html</a>.

# EXHIBIT A.1 PROJECT SUMMARY

The PJAC project aims to decrease and provide alternatives to contempt through the design and implementation of family support action plans that address the ability and willingness to consistently pay the amount of child support ordered. Contempt processes are punitive, expensive, and do not result in consistent child support payments and contribute to on-going friction between parents and their children. A different approach is needed based on principles of procedural justice and supportive family services that address long-term interests of parents, caregivers, and children.

#### 1. Project Objectives and Benchmarks of Success

The project has five primary objectives, each with measurable benchmarks of success.

- A. Implement an effective and cost-saving alternative to contempt proceedings that incorporates procedural justice principles.
- B. Increase employability and employment for under/unemployed parents with arrears.
- C. Increase overall family well-being, the quality of parental relationships, and the quality of the noncustodial parent's relationship with their children.
- D. Increase the speed, consistency, and compliance of child support payments.
- E. Integrate a government service provision model for those families eligible for child support, TANF, and SNAP, and other Human Services and work programs.

The foundational project strategy is the positive reframing of the relationship between the child support agency and the family. The project's hypothesis is that it is more likely that an under/unemployed or unwilling parent who owes child support will pay if the relationship with the child support agency (and the custodial party) is based on procedural justice principles and the provision of supportive services that address barriers.

From this starting point, the project staff will assess the noncustodial parent's ability and willingness to pay child support through a broad-based employability and relationship assessment; the joint creation of a behaviorally-based family support action plan by the noncustodial parent, custodial party, and Case Manager; provision of employment and family relationship services; and case management that supports the family 'every step of the way'.

As indicated by the assessment, a Case Manager will arrange for comprehensive and timely family services through multiple partners (e.g., SNAP, TANF, community employment, educational, and behavioral supports). Noncustodial parents will be given a practical opportunity and pathway to consistently and reliably pay child support, and as needed, improve familial relationships.

# Exhibit A.2 Project Approach

## 1. Procedural Justice Principles

SBDCSS will incorporate procedural justice principles in all aspects of child support business practices in the PJAC demonstration project. All project staff will receive intensive training prior to the start of the demonstration to ensure that noncustodial parents and their families are treated fairly, respectfully, and compassionately as they move through the program.

The PJAC training will consist of presentations and interactive activities that provide an overview of the five major tenets of procedural justice and underscore the value of incorporating these tenets into program design and service delivery. However, the curriculum for this training will be heavily customized to be applicable to the child support program and community and demonstrate the importance of a positive relationship between Case Managers and the families that they serve. This training will be intensive and ongoing for child support staff as they refine critical interpersonal skills in working with obligors who have established a pattern of noncompliant behavior.

Additionally, training will explore the reality that assessment of the child support program and willingness to pay is influenced by how noncustodial parents are treated, regardless of the end result. Given this understanding, the training will provide examples of how the experience of noncustodial parents in the demonstration program will be enhanced by the inclusion of procedural justice components.

#### A. Voice and participation:

Noncustodial parents will be encouraged to share their experiences in a private environment with their Case Manager during their one-hour barrier assessment appointment. During this initial appointment, Case Managers will use a comprehensive strengths and barriers assessment tool to collect information that could explain why a noncustodial parent is unable and/or unwilling to pay child support.

#### B. Neutrality of the Process:

Case Managers will inform noncustodial parents that the comprehensive strengths and barriers assessment and Family Support Action Plan is standardized to promote transparency and remove bias from the case management process.

#### C. Understanding:

The noncustodial parent will have understanding of the process from plainlanguage forms, handouts with visuals, and collaboration with their Case Manager. Forms will be accessible in the major languages of the local jurisdiction and will be typed in serif font (such as Times New Roman or Georgia) to ensure maximum readability and comprehension.

### D. Respect:

Noncustodial parents will be treated with respect by all staff throughout the process. Case Managers in particular will provide support and assistance to help participants identify barriers and obstacles to overcome. Case Managers will be trained in the tenets of motivational interviewing (MI) to engage, evoke, plan, and move their noncustodial parents towards reliable child support payments and increased economic self-sufficiency.

### E. Helpfulness:

SBDCSS staff will demonstrate an interest in the noncustodial parent's outcomes and situation by providing continued case management and support once a Family Support Action Plan is developed. The assessment tool is designed to generate actionable, feasible recommendations for noncustodial parents based on their barriers.

## 2. PJAC Project

PJAC project staff will follow the site-specific service delivery plan as required by OCSE for the PJAC Project. The plan includes the following elements:

### A. Case Assessment – minimum expectations:

A review of all previous case actions/notes should be conducted (ALL NCP CASES)

- 1) Case establishment
  - a) Determine the method of case establishment
- 2) Payment history, modification requests
- 3) Previous enforcement actions

#### B. Communications with/from NCP/CP:

- 1) Address/contact information review
- 2) Review and confirm locate information for NCP

- 3) Interview/contact with custodial parent
  - a) Explain reason for contact
- 4) Explore critical case information with the CP
- 5) Conduct initial CP Domestic Violence (DV) screening
- 6) Set expectations address delay in contempt action
  - a) Explain next steps
  - b) Review of electronic data sources
  - c) Employment history
  - d) Criminal Justice history/involvement
  - e) Housing instability
  - f) Social media review

## 3. Outreach and engagement – minimum expectations:

- A. Use multiple methods of contact such as: letters, calls, email, text, social media
  - 1) Each method should use Procedural Justice informed scripts and content
- B. Use behaviorally informed language when engaging potential participants
- C. Provide a full description of/explanation of the PJAC Project
- D. Conduct the initial NCP DV screening
- E. Have NCP sign the study consent (if needed)
- F. Gather additional contact information from the NCP
- G. Schedule case conference/meeting
  - 1) There should be flexibility of location and time
- H. Determine if the case conference should be joint with CP or individual with just the NCP
  - Explain how other the parent's concerns will be identified and addressed if not joint
- I. Determine a missed case conference follow up plan
- J. Explain case plan and start the case planning process

## 4. Enhanced investigation – Minimum expectations:

- A. When the NCP isn't reached and/or doesn't appear or respond to missed case conference follow up:
  - 1) Expand contact to additional family members/Child support cases

- 2) Search Social media
- 3) Search administrative data base (e.g. credit bureau, SSA, VA)
- 4) Pursue additional paid locate services (as possible)

# 5. Case conference(s) – minimum expectations:

- A. Pre-conference communication and information sharing such as: letters, calls, email, text, social media
- B. Conduct DV protocols/screening
- C. Determine if the conferences should be joint or individual
  - 1) Follow up with other parent if individual
- D. Be flexible with scheduling and locations (as possible)
- E. Have participants sign study consent (if still needed)
- F. Assess/identify barriers
  - 1) Provide Immediate barrier mitigation
- G. Conduct a Procedural Justice focused review of case(s)
  - 1) dispute resolution with other parent
  - correct child support case errors
  - 3) credit for direct payments
  - 4) Determination of ability to pay
- H. Develop case action plan
  - 1) Enhanced child support services
  - 2) Supportive services
- I. Explanation of next steps timeframes for completing case action plan

#### 6. Case management – minimum expectations:

- A. Intensity of case management will be linked to case action plan
- B. Clear steps for addressing noncompliance when there's no ability to pay
  - Engagement of CP
  - 2) Triage determination
- C. Clear steps for moving to contempt when noncompliance and ability to pay
  - 1) Engagement of CP
  - 2) Options to divert from contempt

## 7. Enhanced child support services – minimum expectations:

- A. Suppression of enforcement actions
- B. Release of licenses (grant funding may be used to pay associated fees)
- C. Initiate review of order(s) and expedite modification if appropriate change of status
- D. Direct pay credits
- E. Arrears compromise/negotiation state-owed and may include parent-owed (limitations?)
- F. Non-cash payment agreements (as possible)

### 8. Supportive services – minimum expectations:

- A. Employment Services
  - 1) Resources/staff identified and dedicated specifically to PJAC
  - 2) Individualized job searches, job readiness, job development, coaching, job training
- B. Mediation/Dispute Resolution
  - 1) Identify how integrated into CS to reduce participant drop-off
  - 2) Identify how parenting time/custody be addressed when identified as payment barrier
  - 3) Plan for next steps when no agreement can be reached
- C. DV services victim and perpetrator
  - 1) Plans to ensure a "warm" referrals for services
  - 2) Document compliance with batterer's interventions

#### 9. Supportive services – optional:

- A. Parenting time assistance
- B. May include legal services
- C. May include distribution of parental decision making opportunities
- D. May include parenting education/fatherhood
- E. Transportation services
- F. Education services
- G. Legal services non-parenting time related (e.g., expungement, fines/fees)
- H. Mental health / substance abuse

#### 10. Staff training – minimum expectations:

- A. One day OCSE provided PJ training
- B. PJ Follow up/refresher
- C. Child support partners cross training
- D. Dispute resolution training
- E. Domestic violence training

#### 11. Evaluation

Demonstration program staff will work with the Evaluation team to ensure that the demonstration project adheres to the random assignment methodology and procedures. Program staff will take multiple steps to maintain separation between the treatment and control groups. The first step will be to clearly define the difference between treatment group services and control group services, using a detailed program description or logic model. Under this demonstration, the treatment group will receive assessment and case management services to address their barriers to paying child support, and the control group will receive the existing child support services, which will not include proactive case management.

For this evaluation, SBDCSS will gradually ramp up enrollment and random assignment. SBDCSS will spend the first year of the demonstration project planning the screening, outreach, assessment, and service tracks in detail. In year two, SBDCSS will begin recruiting and randomly assigning noncustodial parents to the treatment and control groups, with an overall enrollment goal of 500 participants. In year three, the LCSA will enroll 1,000 participants, then 1,500 in year four.

To ensure that evaluation data collection runs smoothly, SBDCSS will work with the Evaluation team to develop a plan for collecting and transferring data. Using required formats and systems, SBDCSS will work to establish a schedule for transferring data and will include any documentation necessary to help properly interpret the data.

# EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

## 1. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for this Agreement, 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 the San Bernardino Department of Child Support Services (SBDCSS) or to furnish any other considerations under this Agreement and the SBDCSS shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the California Budget Act for purposes of this Agreement, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an amendment to this Agreement to the SBDCSS to reflect the reduced amount.

#### 2. BUDGET REQUIREMENTS

- A. State resources, not to exceed the Agreement amount, shall constitute the maximum liability of the State to support the SBDCSS under this Agreement as specified in this Exhibit.
- B. The consideration to be paid the SBDCSS, as specified in this Exhibit B, shall be compensation for all of the SBDCSS's expenses pursuant to this Agreement, including, but not limited to, labor, employee fringe benefits, operating expenses, overhead, employer taxes and insurance, subcontracting services, out-of-pocket expenses for travel and subsistence, and taxes due on equipment.
- C. The SBDCSS shall not receive additional compensation for reimbursement or for costs not identified in Exhibit B.1, Budget Detail, and shall not decrease the work to compensate therefore.

#### 3. USE OF FEDERAL FUNDS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress

- or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
- D. State has the option to terminate the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.

#### 4. TRAVEL ALLOWANCES AND REIMBURSEMENTS

All claims for travel expense reimbursement must be substantiated with a receipt. Actual expenditures incurred shall be claimed in accordance with the Budget Line Item amounts specified in Exhibit B.1.

Travelers shall be reimbursed for **actual costs** up to the maximum allowance for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure.

All Out of State Travel must be consistent with the project activities, and be preapproved by the DCSS Authorizing Official prior to making any arrangements.

#### 5. INVOICING AND PAYMENT

- A. In no event shall the SBDCSS request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration or cancellation of this Agreement.
- B. For services satisfactorily rendered, and upon the State's receipt and approval of the invoices, the State agrees to compensate the SBDCSS for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Exhibit B.1.
- C. The SBDCSS shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the State for costs incurred pursuant to this Agreement. Each invoice, which shall be on printed letterhead identified by a control number, shall be consistent with the Budget Line Item amounts contained in Exhibit B.1. Requests for reimbursement may require substantiation by copies of invoices for costs incurred prior to approving invoices for payment and must be maintained in the SBDCSS's files. In addition, each invoice shall contain the following information:
  - 1) The Agreement number;
  - 2) The dates or time period during which the invoiced costs were incurred;
  - 3) Expenditures for the current invoice and cumulative expenditures to date by Budget Line Item listed in Exhibit B.1; and
  - 4) The signature of an authorized representative of the SBDCSS.

D. Invoices shall be submitted to:

Department of Child Support Services Contracts Fiscal Unit P.O. Box 419064, MS-621 Rancho Cordova, CA 95741-9064

E. The invoice containing the final costs to be paid by the State shall be identified as the "final invoice." The final invoice shall be delivered to the State not more than ninety (90) calendar days following the expiration or cancellation of this Agreement.

# EXHIBIT B.1 Budget Detail

							PJAC - San Bernardin	o Contra	ct Nur	nbers								
PY 1			PY 2			PY 3				PY 4				PY 5				
	1115	FFP	Total		1115 FFP	Total		1115	FFP	Total		1115	FFP	Total		1115	FFP	Total
Personnel-San Bernardino				Personnel-San Bernardino			Personnel-San Bernardino				Personnel-San Bernardino				Personnel-San Bernardino			
Proj. Mgr/Eval. @ .25 FTE	\$ 9,344	\$ 18,138	\$ 27,482	Proj. Mgr/Eval. @ 1 FTE	\$ 38,123 \$ 74,004	\$ 112,127	Proj. Mgr/Eval. @ 1 FTE	\$ 39,267	\$ 76,223	\$ 115,490	Proj. Mgr/Eval. @ 1 FTE	\$ 39,267	\$ 76,223	\$ 115,490	Proj. Mgr/Eval. @ 1 FTE	\$ 39,267	\$ 76,223	\$ 115,490
Case Manager @.1 FTE	\$ 1,915	\$ 3,716	\$ 5,631	Case Manager/Outreach Coord @ 1 FTE	\$ 19,527 \$ 37,905	\$ 57,432	Case Manager/Outreach Coord @ 1 FTE	\$ 20,113	\$ 39,042	\$ 59,155	Case Manager/Outreach Coord @ 1 FTE	\$ 20,113	\$ 39,042	\$ 59,155	Case Manager @ 1 FTE	\$ 20,113	\$ 39,042	\$ 59,155
Case Manager @.1 FTE	\$ 1,915	\$ 3,716	\$ 5,631	Case Manager @ .75 FTE	\$ 14,645 \$ 28,429	\$ 43,074	Case Manager @ .75 FTE	\$ 15,084	\$ 29,282	\$ 44,366	Case Manager @ .75 FTE	\$ 15,084	\$ 29,282	\$ 44,366	Total Personnel	\$ 59,379	\$ 115,266	\$ 174,645
Total Personnel	\$ 13,173	\$ 25,571	\$ 38,744	Total Personnel	\$ 72,295 \$ 140,338	\$ 212,633	Total Personnel	\$ 74,464	\$ 144,547	\$ 219,011	Total Personnel	\$ 74,464	\$ 144,547	\$ 219,011				
															Fringe Benefits-San Bernardino			
Fringe Benefits-San Bernardino				Fringe Benefits-San Bernardino			Fringe Benefits-San Bernardino				Fringe Benefits-San Bernardino		1		Proj. Mgr/Eval. @ 1 FTE		\$ 31,068	
Proj. Mgr/Eval. @ .25 FTE	\$ 4,001	\$ 7,767	\$ 11,768	Proj. Mgr/Eval. @ 1 FTE	\$ 16,005 \$ 31,068	· ·	Proj. Mgr/Eval. @ 1 FTE	\$ 16,005	\$ 31,068	\$ 47,073	Proj. Mgr/Eval. @ 1 FTE		\$ 31,068		Case Manager @ 1 FTE	\$ 9,678	\$ 18,788	\$ 28,466
Case Manager @.10 FTE	\$ 968	, ,	\$ 2,847	Case Manager/Outreach Coord @ 1 FTE	\$ 9,678 \$ 18,788	\$ 28,466	Case Manager/Outreach Coord @ 1 FTE	\$ 9,678	\$ 18,788	\$ 28,466	Case Manager/Outreach Coord @ 1 FTE	\$ 9,678	\$ 18,788	\$ 28,466	Total Fringe Benefits	\$ 25,683	\$ 49,856	\$ 75,539
Case Manager @.10 FTE	\$ 968	, ,		Case Manager @ .75 FTE	\$ 7,259 \$ 14,090		Case Manager @ .75 FTE	\$ 7,259			Case Manager @ .75 FTE		\$ 14,090					
Total Fringe Benefits	\$ 5,937	\$ 11,525	\$ 17,462	Total Fringe Benefits	\$ 32,942 \$ 63,946	\$ 96,888	Total Fringe Benefits	\$ 32,942	\$ 63,946	\$ 96,888	Total Fringe Benefits	\$ 32,942	\$ 63,946	\$ 96,888	Travel-San Bernardino			
															OST (Washington DC)	\$ 453		\$ 1,333
Travel-San Bernardino				Travel-San Bernardino			Travel-San Bernardino				Travel-San Bernardino		,	1	Total Travel	\$ 453	\$ 880	\$ 1,333
In-State Travel	\$ 675		\$ 1,984	OST (Washington DC)	\$ 907 \$ 1,760		OST (Washington DC)			\$ 2,667	OST (Washington DC)		\$ 1,760					
OST (Washington DC)	\$ 898	, ,		Total Travel	\$ 907 \$ 1,760	\$ 2,667	Total Travel	\$ 907	\$ 1,760	\$ 2,667	Total Travel	\$ 907	\$ 1,760	\$ 2,667	Supplies-San Bernardino			
Total Travel	\$ 1,572	\$ 3,052	\$ 4,624												General Office Supplies	\$ 30	1	
				Supplies-San Bernardino			Supplies-San Bernardino				Supplies-San Bernardino		1		Total Supplies	\$ 30	\$ 58	\$ 88
Supplies-San Bernardino		.		General Office Supplies	\$ 98 \$ 190	-	General Office Supplies	\$ 98			General Office Supplies		\$ 190					
General Office Supplies	\$ 131			Total Supplies	\$ 98 \$ 190	\$ 288	Total Supplies	\$ 98	\$ 190	\$ 288	Total Supplies	\$ 98	\$ 190	\$ 288				
Total Supplies	\$ 131	\$ 254	\$ 386												PY 5-Total	\$ 85,546	\$166,059	\$ 251,605
				Contractual-San Bernardino			Contractual-San Bernardino			Contractual-San Bernardino								
Other-San Bernardino	1			Total Contractual	\$ 6,545 \$ 12,705	\$ 19,250	Total Contractual	\$ 6,545	\$ 12,705	\$ 19,250	Total Contractual	\$ 5,865	\$ 11,385	\$ 17,250				
Local Travel	\$ 170		\$ 500															Total
Total Other	\$ 170	\$ 330	\$ 500	Other-San Bernardino			Other-San Bernardino				Other-San Bernardino		1		PY1	\$20,983		\$61,716
				Project Staff Training	- i · · · · · · · · · · · · · · · · · ·	\$ 500	Project Staff Training	\$ 170			Participant Incentives	\$ 340		\$ 1,000	PY 2	\$113,297		\$333,225
PY 1-Total	\$ 20,983	\$ 40,732	\$ 61,716	Participant Incentives		\$ 1,000	Participant Incentives	\$ 340			Total Other	\$ 340	\$ 660	\$ 1,000	PY 3	\$115,465		\$339,603
				Total Other	\$ 510 \$ 990	\$ 1,500	Total Other	\$ 510	\$ 990	\$ 1,500					PY 4	\$114,615		\$337,103
											PY 4-Total	\$114,615	\$222,488	\$337,103	PY 5	\$85,546	1/	
				PY 2-Total	\$113,297 \$219,929	\$333,225	PY 3-Total	\$115,465	\$224,138	\$339,603					Total PY 1-5			\$1,323,252

# EXHIBIT D Special Terms and Conditions

#### 1. STATE/FEDERAL AUDIT

- A. Both parties will accept responsibility for receiving, replying to and/or complying with any audit exceptions by appropriate State and Federal audit agencies that are directly related to the services to be performed under 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 failure to perform the services or comply with the conditions required by this Agreement and identified by said audit exception.
- B. SBDCSS agrees to comply with applicable federal procedures in accordance with the Office of Management and Budget Circulars.

#### 2. INTERNAL REVENUE SERVICE (IRS) REQUIRED CONTRACT LANGUAGE

SBDCSS agrees to comply with and assume responsibility for compliance by his or her employees with the terms and conditions of the Contract Language for General Services contained in Internal Revenue Services (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities.* The Contract Language for General Services is found within the IRS Publication 1075 at the following website: <a href="http://www.irs.gov/pub/irs-pdf/p1075.pdf">http://www.irs.gov/pub/irs-pdf/p1075.pdf</a>

#### 3. DISPUTE PROVISIONS

- A. If SBDCSS the Contractor disputes a decision of the DCSS' 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, SBDCSS shall provide written dispute notice to the DCSS' representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
  - 1) The decision under dispute;
  - 2) The reason(s) SBDCSS believes the decision of the DCSS representative to have been in error (if applicable, reference pertinent contract provisions);
  - 3) Identification of all documents and substance of all oral communication which support SBDCSS' position; and
  - 4) Dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the Contract Manager or designee will examine the matter and issue a written decision to the SBDCSS within fifteen (15) calendar days. The decision of the Contract Manager or designee shall contain the following information:
  - 1) Description of the dispute;

- 2) Reference to pertinent contract provisions, if applicable;
- 3) Statement of the factual areas of agreement or disagreement; and,
- 4) Statement of the Contract Manager or designee decision with supporting rationale.
- C. The decision of the Contract Manager or designee shall be final unless, within 30 days from the date of receipt of the Contract Manager or designee's decision, SBDCSS files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services Administrative Services Division Attention: Chief, Budget & Procurement Branch P.O. Box 419064, MS-621 Rancho Cordova, CA 95741-9064

Pending resolution of any dispute, SBDCSS shall diligently continue all contract work and comply with all of the Contract Manager or designee orders and directions