

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CSWG 14-DGS

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Commission on the Status of Women and Girls

CONTRACTOR'S NAME

Department of General Services

2. The term of this Agreement is: JULY 1, 2014 through JUNE 30, 2015

3. The maximum amount of this Agreement is: \$ 54,500.00
Fifty-Four Thousand Five Hundred Dollars and No 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.

The Department of General Services and Commission on the Status of Women and Girls enter into this agreement, which includes the following.

Exhibit A – Scope of Work	7 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	GIA 610*

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.)

Department of General Services

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Miles Burnett, Deputy Director

ADDRESS

Administration Division

STATE OF CALIFORNIA

AGENCY NAME

Commission on the Status of Women and Girls

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chris Wagaman, Transition Director

ADDRESS

900 N Street, Suite 390

Sacramento, CA 95814

**California Department of General
Services Use Only** Exempt per: SCM § 4.04.A.5

EXHIBIT A
SCOPE OF WORK

Department of General Services (DGS) will provide fiscal, human resources, and information technology services to the Commission on the Status of Women and Girls (CSWG). DGS provides fiscal, human resources, and information technology services on a full cost recovery basis to state entities that do not have the staff or the expertise to perform these functions and find it cost effective to use DGS' services.

1. AGREEMENT SUMMARY

DGS will provide fiscal (accounting and budgeting), human resources, and information technology Services for Commission on the Status of Women and Girls (CSWG) for the period of July 1, 2014 through June 30, 2015.

2. AGREEMENT TERM AND EXTENSION OPTION

The term of this Agreement is one year. Upon mutual agreement, the parties may amend this contract.

3. PROJECT REPRESENTATIVES

The project representatives during the term of this Agreement will be:

COMMISSION ON THE STATUS OF WOMEN AND GIRLS	
CONTRACT ADMINISTRATOR	FISCAL OFFICE CONTACT

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DEPARTMENT OF GENERAL SERVICES	
OFFICE OF FISCAL SERVICES (OFS) CONTRACT ADMINISTRATOR	OFS ACCOUNTING CONTACT
<p>Jaana Brown</p> <p>CFS- Accounting Manager</p> <p>OFS - Contracted Fiscal Services</p> <p>707 3rd Street, 6th Floor</p> <p>West Sacramento, CA 95605</p> <p>Phone – (916) 376-1870</p> <p>Fax – (916) 376-5218</p> <p>Jaana.Brown@dgs.ca.gov</p>	<p>Cynthia Couch,</p> <p>Account Manager</p> <p>Contracted Fiscal Services</p> <p>707 3rd Street, 6th Floor</p> <p>West Sacramento, CA 95605</p> <p>Phone – (916) 376-5224</p> <p>Fax – (916) 376-5219</p> <p>Cynthia.Couch@dgs.ca.gov</p>

DEPARTMENT OF GENERAL SERVICES	
OFS BUDGET CONTACT	HUMAN RESOURCES CONTACT
Justin Smith	Loretta Dillon

<p style="text-align: center;">Budget Manager</p> <p style="text-align: center;">OFS - Budget and Planning Section</p> <p style="text-align: center;">707 3rd Street, 9th Floor</p> <p style="text-align: center;">West Sacramento, CA 95605</p> <p style="text-align: center;">Phone – (916) 376-5133</p> <p style="text-align: center;">Fax – (916) 376-5151</p> <p style="text-align: center;">Justin.Smith@dgs.ca.gov</p>	<p style="text-align: center;">Classification and Pay Assistant Manager</p> <p style="text-align: center;">Office of Human Resources</p> <p style="text-align: center;">707 3rd Street, 7th Floor</p> <p style="text-align: center;">West Sacramento, CA 95605</p> <p style="text-align: center;">Phone – (916) 376-5430</p> <p style="text-align: center;">Fax – (916) 376-5390</p> <p style="text-align: center;">Loretta.Dillon@dgs.ca.gov</p>
INFORMATION TECHNOLOGY CONTACT	
<p style="text-align: center;">Jayna Toyama</p> <p style="text-align: center;">Enterprise Business Manager</p> <p style="text-align: center;">Enterprise Technology Solutions</p> <p style="text-align: center;">707 3rd Street, 3rd Floor</p> <p style="text-align: center;">West Sacramento, CA 95605</p> <p style="text-align: center;">Phone – (916) 375-4813</p> <p style="text-align: center;">Jayna.Toyama@dgs.ca.gov</p>	

4. CANCELLATION PROVISION

This Agreement may be cancelled at any time by either party, in writing, within thirty (30) days advance notice. If cancelled, payment shall be made only for performance authorized up to the date of cancellation. In the case of early termination, a final payment will be made by CSWG upon receipt of an invoice covering all costs incurred which were previously authorized prior to notice of cancellation or termination.

5. **DETAIL OF SERVICES - DGS' CONTRACTED FISCAL SERVICES (CFS)**

The specific services provided by DGS - CFS through this Agreement are for accounting and budgeting services as described below:

A. BUDGET

- a. Prepare budget (preliminary estimates with CSWG)*
- b. Prepare schedules and budget package for Governor's Budget (with CSWG)*
- c. Maintain budget balances and monitor budget (with CSWG)*
- d. Prepare budget revisions (with CSWG)*
- e. Project appropriation balances (with CSWG)*

Note: CFS does not attend budget hearings or prepare budget change proposals.

B. CONTRACTS AND PURCHASE DOCUMENTS

- a. Certify availability of funds (after CSWG or its representative prepares documents and maintains current authorizations)
- b. Submit documents for approval to DGS' Office of Legal Services
- c. Distribute documents
- d. Maintain payment record
- e. Prepare, if necessary, late payment penalties reports

Note: CFS does not prepare any/all required procurement reports

C. PAYMENTS

- a. Audit vendor invoices and travel expense claims (after CSWG's approval and coding of invoices and TECs)
- b. Prepare and submit claim schedules to State Controller's Office (SCO)
- c. Maintain vendor payment file
- d. Input to Accounting System (CARDS and/or CALSTARS)
- e. Maintain claims filed register
- f. Maintain claims paid records

D. PAYROLL

- a. Pick up payroll checks (warrants) at SCO
- b. Record payroll expenditures
- c. Prepare salary advance checks

E. ACCOUNTING

- a. Reconcile accounting records with SCO's records
- b. Record journal entries, invoices, and other source documents
- c. Reconcile subsidiary records
- d. Prepare accruals for year-end reports (with CSWG)*
- e. Prepare and maintain CALSTARS and/or FI\$Cal tables

F. REPORTS

- a. Prepare monthly budget/CALSTARS reports

- b. Prepare annual financial reports required per State Administrative Manual and submitted to the State Controller's Office

G. CASH RECEIPTS

- a. Identify and reconcile collections (with CSWG)*
- b. Maintain cash receipts register
- c. Perform bank reconciliations
- d. Follow-up on dishonored checks (with CSWG)*

H. CASH DISBURSEMENTS (including Office Revolving Fund)

- a. Prepare and sign checks (warrants)
- b. Prepare remittances to State Treasurer
- c. Maintain cash disbursements register
- d. Verify processed checks
- e. Issue revolving fund checks

I. MISCELLANEOUS ITEMS

- a. Contact with State Controller's Office staff
- b. Contact with Department of Finance's Budget Analyst
- c. Contact with auditors
- d. Record assets (property) transactions and reconcile to physical inventory of assets taken by CSWG
- e. Follow-up on outstanding revolving fund advances
- f. Archive accounting records for a minimum of three years

J. FI\$CAL PROJECT

- a. Work with FI\$Cal team and CSWG to ensure successful transitioning into and implementation of the new FI\$Cal system
- b. Assist in planning, designing and testing related to accounting in the FI\$Cal system for CSWG

Note: * Requires coordination with and concurrence from CSWG.

6. DETAIL OF SERVICES - DGS' OFFICE OF HUMAN RESOURCES (OHR)

The DGS provides advice on a wide range of human resources management issues, including personnel policy interpretation and development, labor relations, classification and pay (both civil service and exempt) and many other aspects of personnel management. The specific services provided through this Agreement are analytical and consultative as described below.

A. CLASSIFICATION AND PAY

- a. Interpret policy, classification and pay (both civil service and exempt) and advise on a wide range of personnel management issues.
- b. Act as liaison with control agencies (i.e., California Department of Human Resources (CalHR), State Controller's Office (SCO), and Department of Finance) on matters pertaining to personnel management.
- c. Assist with workforce planning, succession planning and upward mobility.
- d. Review and provide advice on staff organization and allocations.
- e. Review and provide advice on organization structure, allocation guidelines, layoff process and various recruitment options.
- f. Process documentation to establish, reclassify and abolish budgeted positions; and establish, increase or decrease temporary help/overtime funds.

- g.** Review and make decisions on requests to fill vacancies; and reclassify or transfer positions.
- h.** Develop and propose new classifications or revision to existing classifications.
- i.** Maintain records on position history.

B. LABOR RELATIONS

- a.** Provide contract interpretation and consultation with Union representatives.
- b.** Process grievance and Unfair Labor Practice responses.
- c.** Conduct meet/discuss and meet/confer sessions.
- d.** Assist with development of proposed language and representation during collective bargaining.

C. TESTING

- a.** Plan and process online examinations (cost is included only if client participates in the initial planning stages with DGS and SPB; and if not, additional costs are incurred directly to the client by SPB).
- b.** Prepare examination bulletins.
- c.** Review applications.
- d.** Collaborate with departmental consultants on examination development and administration.

D. CONSTRUCTIVE INTERVENTION

- a.** Provide advice on appropriate action related to medical cases, adverse actions, workplace violence, leave of absence requests and employee issues in general.
- b.** Consult on disciplinary issues that may lead to adverse actions (writing actions and representing the agency for adverse action appeals before the State Personnel Board

must be performed by the agency or contracted out by the agency to the Attorney General's Office or the CalHR Legal Services Office).

- c. Consult and assist in the processing of Absent Without Leave letters.

E. TRANSACTIONS

- a. Process appointments, promotions, transfers and other changes affecting employee status.
- b. Audit the Monthly Retroactivity Report from the SCO.
- c. Respond to employment verification requests.
- d. Provide payroll related services such as:
 - Post, reconcile and audit attendance records to assure proper payment to all employees.
 - Request and process intermittent employee and overtime pay.
 - Determine proper salary rates upon employee's appointment, promotion, range change or transfer.
 - Process garnishments.
- e. Process employee benefits such as:
 - Provide information on (and enroll employees in) health, vision and dental plans.
 - Maintain and verify vacation and sick leave balances for all employees.
 - Process disability leave, workers' compensation and retirement claims.
 - Verify employment information relevant to employment claims filed by former employees with the Employment Development Department.
 - Determine CalPERS membership eligibility.
- f. Provide CLAS (California Leave Accounting System) related services as a client entity covered in the DGS contract with SCO.

F. RETURN TO WORK

- a. Provide liaison services between State Compensation Insurance Fund and Board/Commission regarding worker's compensation claims.
- b. Provide advice with regard to worker's compensation, Family Medical Leave Act (FMLA), and Reasonable Accommodations.
- c. Handle requests with regard to reasonable accommodation matters.
- d. Provide appropriate forms for FMLA requests.
- e. Provide training for reasonable accommodation, worker's compensation and FMLA.

7. DETAIL OF SERVICES - DGS' ENTERPRISE TECHNOLOGY SOLUTIONS (ETS)

DGS' ETS provides information technology services such as server administration, network administration, data backup, data maintenance, data monitoring, programming and application support, reporting services, and website management and maintenance. The specific services provided through this Agreement for support of CSWG's information technology requirements are described below:

- A. Provide desktop support for workstations, standard applications, and network printers configured per ETS standards by Help Desk and/or on-site technicians available at the time of the request. ETS actively provides virus protection software, system and application patching, security updates, and monitors workstations for viruses and malware. In addition, ETS ensures information security is maintained per DGS and State of California ISO requirements and Department of Technology policy.
- B. CSWG workstations will be included with ETS' refresh lifecycle, but CSWG is responsible for the cost of the hardware replacement.
- C. Provide email support and administration via California Email Services (CES).
- D. Provide support for file shares and electronic storage on the DGS Network.

- E.** Provide Citrix and remote access support.

- F.** Provide server administration, backup and recovery, maintenance, and monitoring to ensure that CSWG's services are at acceptable levels of accessibility.

- G.** Provide network and Internet connectivity and support on the DGS network.

- H.** Technical Liaison with the Department of Technology and/or vendors for the Wide Area Network (WAN).

- I.** Provide mobile device support and Active Sync over CSWG approved personal devices.

- J.** Provide website hosting and support of the Office of Technology Services' 2013 homepage skin template for CSWG. Website content will be the responsibility of CSWG.

- K.** Provide surplus equipment services.

- L.** IT purchasing/procurement responsibilities, utilizing CSWG billing code(s).

- M.** IT oversight reporting in partnership with CSWG including all Department of Technology reports.

Note: ETS will make every effort to notify and accommodate CSWG when making changes that may impact CSWG network/Internet connectivity.

CSWG agrees to reimburse DGS for other support services not specified above if the parties mutually agree in advance to the services and reimbursement rate to be applied.

8. RESOLUTION OF CONTRACT DISPUTES

- A.** In the event of a dispute, the parties will attempt resolution with the Project Representatives identified herein, with a written explanation of the situation. If no resolution is found, CSWG will file of "Notice of Dispute" with DGS within ten (10) days of the failed resolution at the following address:

Attn: Deputy Director, Administration Division

Department of General Services

707 Third Street, 8th Floor

Sacramento, CA 95605

The Deputy Director, Administration Division, or designee shall meet with CSWG for purposes of resolving the dispute. The decision of the Deputy Director, Administration Division, or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.

- B.** Neither the pendency of a dispute nor its consideration by the Deputy Director, Administration Division, will excuse the parties from full and timely performance in accordance with the terms of the agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET DETAIL

For FY 2014/15, the DGS is authorized to expend up to \$54,500.00 to perform the fiscal (accounting and budgeting), human resources, and information technology services described in Exhibit A. CSWG will be billed in equal amounts on a quarterly basis via direct transfers of \$13,625 per quarter.

DGS' Contracted Fiscal Services' billing rate is \$83.42 per hour and DGS estimates to expend \$30,000.00 to provide accounting, budgeting and FI\$Cal support services for CSWG.

DGS' Office of Human Resources' billing rate is \$90.45 per hour and DGS estimates to expend \$5,500.00 to provide human resources services for CSWG.

DGS' Enterprise Technology Solutions' billing rate is \$139.63 per hour and DGS estimates to expend \$19,000.00 to provide information technology services for CSWG.

2. INVOICING AND PAYMENT

- A.** CSWG's use of services provided by DGS constitutes an obligation. CSWG agrees to compensate DGS for actual expenditures incurred and will authorize the payments to be made by direct transfer (DT).
- B.** CSWG will provide DGS with the appropriate customer account number to process the DT. DGS will charge in arrears for above stated service periods using the DT process. The charges will be reflected on DT invoices and such invoices shall be submitted to CSWG for review.
- C.** Upon receipt of a confirming invoice that provides DT detail, DGS will be notified within seven (7) working days of any dispute related to the transfer. CSWG will inform DGS in writing of the

reason for the dispute and the requested action. In turn, DGS shall respond in writing to CSWG's written request for action within seven (7) working days.

- D. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- E. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

3. **NON-PAYMENT CLAUSES**

- A. Pursuant to Government Code Section 11255, departments that provide services to another department may recover outstanding receivables by initiating a Transaction Request (TR) with the State Controller's Office (SCO) to transfer funds from the debtor department. The option shall be used on a limited basis and only when the following conditions are met: (1) the invoice was not paid by the requested due date; (2) non-payment provisions are included in the interagency agreement between the departments; (3) the invoice has not been disputed; and (4) a 30-day notice has been provided to the debtor department that a transfer of funds will be initiated for non-payment.
- B. Consistent with Department of Finance Budget Letter No. 10-10, the department receiving the services (or debtor department) shall provide the appropriation to charge if payment is not made timely. The appropriation data must include: fund number, organization code, fiscal year, reference, and category or program. If applicable, also include element, component, and task. It is the responsibility of the department providing the services to ensure that no disputes exist prior to submitting a TR to the SCO.

4. **BUDGET CONTINGENCY CLAUSES**

- 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 cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

5. RATE ADJUSTMENTS

Upon mutual agreement of the parties hereto, contracted rates may be adjusted and this Agreement amended to reflect a rate change.