

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



ITEM  
3.22  
(ID # 6182)

**MEETING DATE:**

Tuesday, February 6, 2018

**FROM :** PUBLIC SOCIAL SERVICES:

**SUBJECT:** DEPARTMENT OF PUBLIC SOCIAL SERVICES: Three-Year Agreement with the California Health and Human Services Agency, Office of Systems Integration, for Funding of a Child Welfare Case Management Services Subject Matter Expert and Resolution No. 2018-035, Authorizing the Board Chairman to Execute the Agreement. [District: All]; [Total Revenue \$436,027 - 100% State funding]; (4/5 vote)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Standard Agreement No. 75332646 with the California Health and Human Services Agency, Office of Systems Integration, in the aggregate amount of \$436,027, for three years;
2. Adopt Resolution No. 2018-035 Authorizing the Chairman of the Board of Supervisors to execute Standard Agreement No. 75332646 with the California Health and Human Services Agency, Office of Systems Integration; and
3. Approve and direct the Auditor-Controller to make the budget adjustments outlined in Schedule A.

**ACTION:** 4/5 Vote Required, Policy

  
Susan Von Zabern, Director of Public Social Services 1/17/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: February 6, 2018  
xc: DPSS, Auditor

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$70,472	\$143,908	\$436,027	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% State Funds			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 17/18 – 20/21	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

Child Welfare Digital Services (CWDS) is a collaborative effort between state and local government agencies dedicated to building a new child welfare case management information system responding to users' needs while maintaining the best standards for security and data integrity. The California Health and Human Services Agency, Office of Systems Integration (OSI), is developing the Child Welfare Services-California Automated Response and Engagement System (CWS-CARES) to replace the current Child Welfare Services/Case Management System (CWS/CMS).

On January 10, 2013, the project received approval from the California Department of Technology through their Feasibility Study Report, and subsequently launched July 1, 2013 through release of the 2013 State Budget Act.

OSI requested counties provide CWDS subject matter experts to assist in development and implementation of CWS-CARES. Through this agreement, Riverside County proposes one (1) OSI-funded subject matter expert to support OSI, working primarily from a Sacramento project office.

Resolution No. 2018-035 and Standard Agreement No. 75332646 received form approval from County Counsel.

**Impact on Residents and Businesses**

CWS-CARES will allow child welfare workers to ensure safety, well-being and permanency of children at-risk of abuse, neglect or exploitation.

**ATTACHMENTS (if any, in this order):**

- A. Resolution No. 2018-035
- B. State of California Standard Agreement No. 75332646

**SCHEDULE A. BUDGET ADJUSTMENT**

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

Increase appropriations:

10000-5100100000-510040	Regular Salaries	\$70,472
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Increase estimated revenues:

10000-5100100000-750300	CA-Public Asst. Administration	\$70,472
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\_\_\_\_\_  
Jennifer Sargent, Principal Management Analyst      1/30/2018

  
\_\_\_\_\_  
Misley Wang      1/19/2018

  
\_\_\_\_\_  
Gregory L. Priamos, Director County Counsel      1/25/2018

2  
3 RESOLUTION NO. 2018-035

4  
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
6 AUTHORIZING THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN THE  
7 AGREEMENT WITH THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY,  
8 OFFICE OF SYSTEMS INTEGRATION

9  
10 WHEREAS, upon proper motion and approval of the Board of Supervisors, the Chairman  
11 of the Board of Supervisors for the County of Riverside will have been authorized to sign agreements on  
12 behalf of the County of Riverside, Department of Public Social Services;

WHEREAS, the California Health and Human Services Agency, Office of Systems  
Integration desires to contract with the County of Riverside and its Department of Public Social Services  
for a Child Welfare Digital Services Subject Matter Expert, Agreement Number 75332646;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
Board of Supervisors of the County of Riverside assembled in regular session on February 6, 2018, as  
follows:

1. The Board hereby finds and declares that the above recitals are true and correct.
2. The Board hereby authorizes and designates Chuck Washington, Chairman of the Board of Supervisors for the County of Riverside, to sign for and execute Agreement Number 75332646 with the California Health and Human Services Agency, Office of Systems Integration and any associated documents pertaining thereto.

25 ROLL CALL:

26 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
27 Nays: None  
28 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-HEM Clerk of said Board  
By: *[Signature]* Deputy

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* GUINZEA  
1-25-18 4 DATE

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

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

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

AGREEMENT NUMBER <b>75332646</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME California Health and Human Services Agency, Office of Systems Integration
CONTRACTOR'S NAME Riverside County
- The term of this Agreement is: January 1, 2018, or upon DGS approval, whichever is later, through December 31, 2020
- The maximum amount of this Agreement is: \$436,026.91  
(Four hundred thirty-six thousand, twenty-six dollars and ninety-one cents)
- 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.....	6 Page(s)
Exhibit B – Budget Detail and Payment Provisions.....	3 Page(s)
Exhibit C* – General Terms and Conditions (GTC) 610 effective 4/4/2017 and Contractor Certification Clauses (CCC-307) effective 4/4/2017	
Exhibit D – Special Terms and Conditions.....	4 Page(s)
Exhibit E – Special Provisions.....	1 Page(s)
Exhibit E – Attachment 1 State's Confidentiality and Security Requirements.....	3 Page(s)
Exhibit E – Attachment 2 Information Security Acknowledgment for Affiliates.....	1 Page(s)
Exhibit F – Add, Delete or Substitute Contractor Staff Request Form.....	1 Page(s)
Exhibit G – County Consultant Transportation/Lodging/Per Diem Reimbursement Guide.....	3 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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

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

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel 1-25-18  
DATE: \_\_\_\_\_  
SYNTHIA M. GUNZEL

<b>CONTRACTOR</b>		California Department of General Services Use Only  <div style="border: 2px solid blue; padding: 5px; text-align: center;"> <b>APPROVED</b>   <span style="color: red; font-weight: bold; font-size: 1.2em;">MAR - 9 2018</span>                   OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES             </div>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, Riverside County)		
BY (Authorized Signature) <i>Chuck Washington</i>	DATE SIGNED 2/6/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Chuck Washington, Chairman of the Board of Supervisors		
ADDRESS 4080 Lemon Street, P.O. Box 1646, Riverside, CA 92502		<input type="checkbox"/> Exempt per  <i>[Signature]</i>
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME California Health and Human Services Agency, Office of Systems Integration		
BY (Authorized Signature) <i>Peter Kelly</i>	DATE SIGNED 2/21/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Peter Kelly, Chief Deputy Director <i>MATT SCHUELLER, ACTING CHIEF DEPUTY DIRECTOR</i>		
ADDRESS 2495 Natomas Park Drive, Suite 515, Sacramento, CA 95833		

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By *[Signature]*  
DEPUTY

FEB 06 2018 3.22

2018-8-139141

## **EXHIBIT A SCOPE OF WORK**

### **1. GENERAL**

This Agreement is entered into by and between the California Health and Human Services Agency, Office of Systems Integration (OSI), hereinafter called the OSI or the State, and Riverside County, hereinafter called the Contractor. The State and the Contractor, individually a Party and together the Parties, are entering into this Agreement for the purpose of Contractor providing Subject Matter Expert (SME) services to the State as described herein.

### **2. TERM**

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. This Agreement shall expire on the date noted on the STD 213.

### **3. COST**

The total cost of this Agreement shall not exceed \$436,026.90. Cost details are located in Exhibit B – Budget Detail and Payment Provisions.

### **4. WORK LOCATION AND HOURS OF SERVICES**

The Contractor is required to perform all services under this Agreement at the Child Welfare Services – New System (CWS-NS) Project office located at 2870 Gateway Oaks, Sacramento, CA 95833 and Riverside County as agreed upon by all Parties. Duties may require the County Employee to travel occasionally to other locations throughout the state as directed by the State Project Director, or designee. Any travel related expenses incurred by the County Employee when required to travel to a State specified location to fulfill the terms of this Agreement shall be subject to reimbursement by the State to the County Employee as described in Exhibit B, Budget Detail and Payment Provisions Section 1.E.

With the exception of state and county holidays, the contracted services shall be provided during normal, state business days between the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, unless otherwise authorized in writing by the State Project Director. The specific days and times will be determined at contract start date unless otherwise authorized in writing by the State Project Director.

### **5. SCOPE OF RESPONSIBILITIES**

Under the direction of the State Project Director, the County Employee shall perform county subject matter expertise work relative to the CWS-NS Project. The County Employee shall provide the following services:

<b>Task No.</b>	<b>Task Description</b>
<b>Task 1 – Task Management</b>	
1.1	<p><b>Task Accomplishment Plan</b>            Prepare and submit a Task Accomplishment Plan (TAP) (per the template provided by the State). A TAP is a spending plan that describes the planned monthly expenditures for the life of the Agreement and is the first deliverable of the Agreement.</p>
1.2	Update the TAP (as required) each time there is a change to the cost or spending plan. All changes to the TAP are subject to State approval.
1.3	<p><b>Monthly Status Report</b>            Prepare and submit Monthly Status Reports (MSRs) using the template provided by the State. The MSRs shall include the following:</p> <ul style="list-style-type: none"> <li>• Activity Summary;</li> <li>• Identification of planned, in progress and completed activities;</li> <li>• Identification of any unplanned activities;</li> <li>• Identification of activities scheduled in the coming month;</li> <li>• Identification of deliverable status;</li> <li>• Identification of any concerns and/or issues; and</li> <li>• Financial summary, including costs expended to date and explanation of any variances.</li> </ul>
1.4	<p><b>Final Report</b>            Prepare and submit a Final Report using the template provided by the State documenting Agreement results. The Final Report shall include the following:</p> <ul style="list-style-type: none"> <li>• Summary of all Statement of Work activities;</li> <li>• Deliverables;</li> <li>• Milestone accomplishments;</li> <li>• Lessons learned; and</li> <li>• Actual contract expenditures versus planned expenditures.</li> </ul>
<b>Task 2 – Communication Management</b>	
2.1	Identifies communication needs for the Implementation Services team for the various digital service(s), policy, operations, and all impacted stakeholders.
2.2	Coordinates and facilitates the involvement of county staff in implementation-related activities.
2.3	Attends meetings as approved by Child Welfare Digital Services (CWDS) management, which may include county meetings, regional meetings, and County Welfare Directors Association meetings, to provide input and status on decisions and resolutions to issues.
2.4	Provides content to update the CWDS website and other electronic communications tools.
2.5	Meets with stakeholders, staff, end users, and other appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program and technical policy and regulation, and procedure development.
2.6	Prepares presentations for various CWDS stakeholders as needed or requested by CWDS management.

Task No.	Task Description
2.7	Reviews training materials for the Digital Services or assigned team(s) and assists in the development of All County Letters and All County Informational Notices. Provides suggested changes to all required document sections related to program descriptions, needs, or outcomes developed in relationship to the CWS-NS.
2.8	Assists in the identification of potential risks and issues that may arise during the procurement, design, development, or implementation of the technical service or assigned team.
2.9	Travels as necessary to attend meetings, obtain training, assist in the deployment of the CWS-NS, and other project activities, as approved by CWDS management.
<b>Task 3 – Child Welfare Services Technical Expertise Services</b>	
3.1	Analyzes legislation, regulations, and county decisions in regard to the impact on the Digital Service(s) implementation.
3.2	Provides input on gaps and needs within the implementation of the planned technical changes and analysis, and provides recommendations to CWDS management on programmatic problems or issues as they arise.
3.3	Assists with research, analysis, and development of solutions for highly complex business or technical issues or problems identified during implementation of the Digital Service(s).
3.4	Acts in the capacity of a SME to ensure the implementation of the Digital Service(s) incorporates county business practices, processes and procedures.
3.5	Recommends new or amended processes and methods as a result of emerging technologies to achieve end user satisfaction.
3.6	Assists in developing or revising project documentation related to implementation of program descriptions, needs, or outcomes.
3.7	Provides business and technical assistance in the generation of control agency documents.
3.8	Ensures the implementation of the Digital Service meets county program, fiscal, technical, and business needs.
<b>Task 4 – Procurement Support Services</b>	
4.1	Participates in the development, review, and revision of document content for procurements required by the implementation service team.
4.2	Conducts impact analyses on proposed requirement changes.
4.3	Participates in the development and ongoing review and revision of user stories, business and technical requirements, business process workflows, and associated procurement artifacts to ensure they remain in alignment with current policy and new legislation.
4.4	Develops responses to vendor questions during the solicitation process to clarify business or technical requirements.
4.5	Supports the evaluation team during assessment of vendor offers.
<b>Task 5 – Solution Implementation Support Services</b>	
5.1	Participates as a SME during Discovery, Alpha, Beta, Live Production, Implementation, and DevOps-related activities.
5.2	Participates in project planning activities including sprint planning, sprint retrospective and related efforts for the implementation service team.



Task No.	Task Description
5.3	Works closely and collaboratively with the digital service design team(s) and product owners to develop a clear understanding and empathy for end users, answer outstanding questions about the service, analyze existing research, and conduct additional research as required.
5.4	Interprets user insight and performance data to assist in service design and iterative operational improvements for digital and assisted digital service channels.
5.5	Participates in the analysis, development and validation of the CWDS Digital Service(s) Product Roadmap.
5.6	Assesses implementation service vendor deliverables to ensure they meet the implementation service backlog requirements, CWDS Playbook standards, CWDS Digital Service(s) Product Roadmap, and all stakeholder training and implementation requirements.
5.7	Acts in the capacity of a SME utilizing user-centered design principles to identify impacts to business intelligence, analytics and quality assurance methods and reports to be produced by the CWS-NS.
5.8	Participates in testing activities related to the Digital Service(s) and responds to any questions or concerns as required.
5.9	Clarifies and articulates the diverse requirements of end users to support the effective delivery of the Digital Service(s).
5.10	Identifies changes that quickly transform the flexibility, responsiveness and quality of the Digital Service(s) allowing CWDS management to make quick, confident decisions at a strategic level.
5.11	Acts as an advocate for the digital transformation of services, promoting progress and publicizing learning.
5.12	Gathers and reports detailed performance data against key performance indicators to generate actionable improvements to the quality of services offered by the CWS-NS Project.
5.13	Analyzes data from various sources and recognizes when to bring in experts/researchers to add to available information.
5.14	Participates in the implementation of the digital service(s) by preparing end users for the transition from the Child Welfare Services/Case Management System to the CWS-NS.
5.15	Assists the CWDS in state and federal compliance review(s).
<b>Task 6 – Unanticipated Tasks</b>	
6.1	Performs as-needed tasks and services, such as ad hoc issue papers, briefing, presentations, analyses, reports, and lessons learned sessions.

## 6. DELIVERABLES

The deliverables and due dates for this Agreement are as follows:

Task No.	Deliverable	Due Date
<b>Task 1 – Task Management</b>		
1.1	Task Accomplishment Plan	Within ten (10) business days after Agreement start date
1.2	Task Accomplishment Plan Updates	As Needed

Task No.	Deliverable	Due Date
<b>Task 1 – Task Management</b>		
1.3	Monthly Status Report	Monthly, by the fifth calendar day of each month
1.4	Final Report	Thirty (30) calendar days prior to the end of the Agreement
<b>Task 6 – Unanticipated Tasks</b>		
6.1	Unanticipated Tasks	As Needed

A. Deliverable Format

- 1) All deliverables shall be provided in a format compatible with the OSI Project Office standard applications (currently, Microsoft Office 2013). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any deliverable. Any deviations to these standards shall be approved by the OSI Information Technology Office (ITO) and Information Security Office (ISO).
- 2) Electronic versions shall be stored in a State-designated central repository and remain the sole property of the State. The delivery media shall be compatible with the State storage devices.
- 3) If the State does not accept the deliverable(s) or services in the executed Agreement, payment for the deliverable(s)/services shall be withheld by the State, and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.
- 4) Each deliverable shall be submitted with a Deliverable Transmittal Sheet using the format provided by the State.

B. Media and Number of Copies

One (1) electronic copy of the deliverable is to be submitted. Submit all electronic copies of deliverables to the CWDS Deliverables Monitor at:  
[CWDSDeliverables@osi.ca.gov](mailto:CWDSDeliverables@osi.ca.gov).

7. CONTACTS

The Parties' representatives during the term of this Agreement shall be as follows:

<b>Contractor – Contract Manager:</b>	
Name, Title:	Barry Tantlinger, Contracts & Grants Analyst
Address:	DPSS Contracts Administration 10281 Kidd St. Riverside, CA 92503
Telephone Number:	(951) 358-3293
E-mail address	btantlin@rivco.org

<b>State – Contract Manager:</b>	
Name, Title:	Robyn Sasaki, Procurement and Contract Manager
Address:	2870 Gateway Oaks Dr. Sacramento, CA 95833

Telephone Number:	(916) 804-3291
E-mail address	<a href="mailto:Robyn.Sasaki@osi.ca.gov">Robyn.Sasaki@osi.ca.gov</a>

## 8. SUBSTITUTE PERSONNEL

- A. In the event that the Contractor's assigned personnel is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
- B. To make a substitution(s) of Contractor personnel, the Contractor shall submit an Exhibit F – Add, Delete or Substitute Contractor Staff Request Form and the résumé of a suitable replacement to the State. The substitute personnel shall meet all the requirements set forth in this Agreement and must be approved by the State in writing prior to starting work. The State will provide a written disposition of the request within ten (10) State business days after receipt of these documents. The State reserves the right to interview all proposed substitute personnel prior to its issuance of consent. The Contractor shall not substitute personnel without the prior written consent of the State, which consent shall not be unreasonably withheld.
- C. Additional or substitute personnel shall not automatically receive the compensation of the individual or positions being replaced. The State and the Contractor shall negotiate the compensation of any additional or substitute personnel to the Agreement. The compensation negotiated shall be dependent, in part, upon the experience and individual skills of the proposed additional or substitute personnel. The negotiated compensation shall not exceed the compensation for that position as set forth in the Agreement.
- D. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

**EXHIBIT B  
 BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

- A. The amounts listed below by State Fiscal Year (SFY) are estimates, and may be adjusted by the mutual agreement of the Parties, using an amended Standard Form 215 in lieu of amendment to the Agreement, so long as the total dollar amount of the Agreement is not exceeded.

Riverside County	SFY 2017-18	SFY 2018-19	SFY 2019-20	SFY 2020-21	TOTAL
(Actual months and costs per fiscal year to be adjusted to actual terms of Agreement)	6 Months 1/1/18 – 6/30/18	12 Months 7/1/18 – 6/30/19	12 Months 7/1/19 – 6/30/20	6 Months 7/1/20 – 12/31/20	36 Months
<b>TOTAL COST<sup>1</sup></b>	<b>\$70,471.68</b>	<b>\$143,908.05</b>	<b>\$146,786.22</b>	<b>\$74,860.96</b>	<b>\$436,026.91</b>

- B. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- C. The Contractor shall submit invoices, in arrears, not more frequently than once a month and no less than quarterly. Invoices must include the following:
- 1) State Agreement number;
  - 2) Invoice number;
  - 3) Invoice date;
  - 4) Invoice total;
  - 5) Contractor's remittal address;
  - 6) Billing and/or performance period covered by invoice;
  - 7) Copies of signed timesheet(s); and
  - 8) An attached letter on company letterhead with a signature of an authorized official or designee certifying the accuracy of the invoice.

- D. Invoices may be submitted in triplicate to:

Office of Systems Integration  
 Attention: Accounting Office  
 2495 Natomas Park Drive, Suite 640  
 Sacramento, CA 95833

Or electronically via email to: [AccountsPayable@osi.ca.gov](mailto:AccountsPayable@osi.ca.gov). Invoices submitted electronically must:

<sup>1</sup> Payment by the State to the Contractor for the reimbursement of the County Employee's benefits during the term of this Agreement, as specified in the Total Cost line item of Exhibit B, Budget Detail and Payment Provisions, shall not in any way obligate the State to pay or reimburse the Contractor, or incur any liability, for any specific claims or benefits which may arise under applicable laws during the performance of services under this Agreement, including but not limited to workers' compensation, disability, or unemployment, except as otherwise required by law or court order.

- 1) Be submitted individually. The OSI will not accept multiple invoices submitted in a single email.
  - 2) Contain the following in the subject line:
    - i. Company Name
    - ii. Agreement number
    - iii. Invoice number
  - 3) Be in PDF format and include all of the supporting documentation as required in this Agreement.
- E. The State will allow for reimbursement to the County Employee for travel, per diem, lodging, etc. The travel costs shall not exceed State rates current at the time of order placement, and shall be made in accordance with the provisions established by the California Department of Human Resources (CalHR), including Title 2, California Code of Regulations, sections 599.615-599.638.1, and applicable CalHR policy memos, including but not limited to PML 2013-026, as it applies to excluded employees and limited to actual costs incurred. The State Contract Manager shall approve all travel in advance. All State approved travel costs resulting from fulfilling the terms of this Agreement shall be reimbursed directly to the County Employee from the State.

## **2. BUDGET CONTINGENCY**

- 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 the Contractor or to furnish any other consideration under this Agreement, and the 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 to the Contractor to reflect a reduction in the amount.

## **3. 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 that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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, limitation, or conditions enacted by the Congress or any statute enacted by Congress that 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, the State shall have the option to either cancel this Agreement with no

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS GTC 610 Effective 4/4/2017

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. (Gov. Code §8546.7, Pub. Contract Code §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 post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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 Public Contract Code 7110, 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 affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of

receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**CONTRACTOR CERTIFICATION CLAUSES**  
**CCC-307 Effective 4/4/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of

children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION**: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. **PAYEE DATA RECORD FORM STD. 204**: This form must be completed by all contractors that are not another state agency or other governmental entity.

**EXHIBIT D  
SPECIAL TERMS AND CONDITIONS**

**1. PERFORMANCE COMMENCEMENT**

This Agreement is of no force and effect until signed by both Parties, and approved by the Department of General Services, if required. Performance may not commence until such approval has been obtained.

**2. TERMINATION WITHOUT CAUSE**

The Agreement may be terminated by either Party without cause upon 30 days' prior written notice to the other Party.

**3. AMENDMENTS**

The Parties may amend this Agreement as permissible by law. If the identified services included in the Agreement are not completed within the core term and unspent funds remain in the Agreement, the State may exercise its option to extend the term of the Agreement for up to one (1) year at no additional cost.

**4. DEBARMENT AND SUSPENSION**

For federally funded agreements in the amount of \$100,000 or more, by signing this agreement, Contractor certifies that to the best of its knowledge and belief that the Contractor and its principals or affiliates or any subcontractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its subcontractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 C.F.R. Parts 180, 376, 417 and 2336).

**5. CERTIFICATION REGARDING LOBBYING**

For agreements with contractors who are state entities under the authority of the Governor, or counties, cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from the State of California to perform services, the Contractor agrees to sign and submit to the State the Certification Regarding Lobbying form, which shall be provided by the State (section 1352, Title 31 of the U.S. Code).

**6. OFFICE OF MANAGEMENT AND BUDGET AUDIT**

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R. § 200.512 and a copy shall be forwarded to the State.



## 7. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. When a dispute arises between Contractor and the State, both Parties will attempt to resolve the dispute and will continue without delay to carry out all their respective responsibilities under this Agreement.

In the event of a dispute, the Contractor shall file a written dispute notice with the State Project Director within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Project Director's orders and directions.

- A. The written dispute notice shall contain the following information:
- 1) The decision under dispute;
  - 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
  - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
  - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Project Director will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
- 1) A description of the dispute;
  - 2) A reference to pertinent Agreement provisions, if applicable;
  - 3) A statement of the factual areas of the agreement or disagreement; and
  - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Project Director shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:

Office of Systems Integration  
Attn: Director  
2495 Natomas Park Drive, Suite 515  
Sacramento, CA 95833

The decision of the Director or the Director's designee shall be final.

## 8. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

**9. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700**

- A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:
- “(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”
- B. Any employment or other arrangement for compensated services by the County Employee with a CWS-NS Project contractor during the County Employee's assignment to the State, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.
- C. The County Employee shall not engage in employment or services described in the preceding paragraph while assigned to the CWS-NS Project.
- D. The Contractor staff is subject to the State's conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700, on an annual basis and within 30 days of assuming or leaving office: <http://www.fppc.ca.gov/Form700.html>. In addition, upon Agreement award and every two (2) years thereafter, Contractor staff shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the State Project Director or designee.

**10. THE STATE ACCEPTABLE USE SECURITY POLICY AND ACKNOWLEDGEMENT FORM**

In accordance with the State Acceptable Use Security Policy, Contractor staff authorized to use state owned or leased equipment or facilities are required to read the State Acceptable Use Security Policy and sign the State Acceptable Use Security Policy Acknowledgement form, which shall be provided by the State.

**11. EQUIPMENT**

The State will provide the assigned Contractor staff with a computer, workstation, and other necessary supplies to be used for all work performed under this Agreement. The computer and workstation must be returned to the State upon termination of this Agreement.

**12. RETENTION OF PERMANENT COUNTY POSITION & SERVICE CREDIT**

The County Employee shall retain their permanent position as a Children's Social Services Supervisor II during the term of this Agreement. The period during which the County Employee renders services pursuant to this Agreement shall be credited by the Contractor

to the County Employee for purposes of determining seniority, promotional status, retirement date and other employee benefits.

**13. RIGHTS TO COMPETE IN EXAMS**

The County Employee maintains all rights to compete in the county's open and promotional exams and State open exams.

**14. COUNTY EMPLOYEE LEAVE REPORTING**

The County Employee shall report leave usage to their county while working for the State.

**15. WORK RULES**

The County Employee shall abide by the State of California and/or the State's work rules, policies, and/or practices. Where conflicts may occur with the county's work rules, policies and/or practices, the State and/or the State rules shall apply.

**16. RIGHTS TO RETURN TO PREVIOUS PERMANENT POSITION**

Upon termination or expiration of this Agreement, the County Employee shall return to his/her permanent position in the county department in which the County Employee worked prior to this Agreement, at the step at which the County Employee would have been eligible.

**17. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA**

All financial, statistical, personal, technical, and other data and information relating to the State's operation that are designated confidential by the State and made available to the County Employee in order to perform under this Agreement, or which become available to the County Employee in performing under this Agreement, shall be protected by the Contractor and the County Employee from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the County Employee. If the methods and procedures employed by the Contractor and the County Employee for the protection of the Contractor's and County Employee's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the County Employee shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or County Employee's possession, is independently developed by the Contractor or the County Employee outside the scope of this Agreement, or is rightfully obtained from third parties.

**EXHIBIT E  
SPECIAL PROVISIONS**

**1. CONFIDENTIALITY**

Contractor and Contractor staff performing services pursuant to this Agreement agree to comply with State's Confidentiality and Security Requirements (Exhibit E – Attachment 1) and Information Security Acknowledgement for Affiliates (Exhibit E - Attachment 2).

**EXHIBIT E – ATTACHMENT 1**  
**STATE'S CONFIDENTIALITY AND SECURITY REQUIREMENTS**

**1. CONFIDENTIALITY OF DATA**

- A. Definitions – Confidential and Sensitive Information are defined as follows:
- 1) Confidential Information is information which identifies an individual (i.e., name, social security number, home/ mailing address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
  - 2) Sensitive Information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive Information is information in which the disclosure would jeopardize the integrity of the State (i.e., State's fiscal resources and operations).
- B. All financial, statistical, personal, technical, and other information relating to State operations that are designated Confidential or Sensitive Information by the State and that may become available to the Contractor as a result of the implementation of this Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure.
- C. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (Penal Code sections 11140-11144 and 13301-13304, Civil Code section 1798 et seq., and Welfare and Institutions Code section 10850 et seq., provide for civil and criminal actions for unauthorized disclosure of information from confidential records.)
- D. The Contractor shall:
- 1) Instruct all subject matter consultants with access to Confidential and Sensitive Information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in Civil Code section 1798.55 and Penal Code section 502.
  - 2) Ensure that their subject matter consultants will not intentionally seek out, read, use, or disclose Confidential or Sensitive Information.
  - 3) Not disclose any personally identifiable information to any person.
  - 4) Require that all Contractor's subject matter consultants with access to Confidential Information sign the State Confidentiality Agreement in Exhibit E – Attachment 1, Section 2.
  - 5) Cooperate in any investigations of information security incidents.
  - 6) Immediately notify the State within twenty-four (24) hours of initial detection of any unauthorized access, use, and disclosure of State information. Notification shall be reported by telephone or email to:

<b>OSI State Contract Manager</b>	<b>OSI Privacy Officer</b>	<b>OSI Information Security Officer</b>
See the Agreement for State Contract Manager information	Privacy Officer c/o OSI Legal Division Office of Systems Integration 2495 Natomas Park Drive, Suite 515 Sacramento, CA 95833  Email: <a href="mailto:david.haynes@osi.ca.gov">david.haynes@osi.ca.gov</a> Telephone: (916) 263-0744	Information Security Officer OSI Information Security Office Office of Systems Integration 2525 Natomas Park Drive, Suite 200 Sacramento, CA 95833  Email: <a href="mailto:osiinfosecurity@osi.ca.gov">osiinfosecurity@osi.ca.gov</a> Telephone: (916) 263-0744 or (916) 825-9213

**2. CONFIDENTIALITY AGREEMENT**

Public assistance records and documents are subject to strict confidentiality requirements imposed by State and federal law including California Welfare and Institutions Code sections 10850, California Penal Code section 11167.5, and 45 Code of Federal Regulations.

I acknowledge that unauthorized access, use, or disclosure of State Confidential Information is a crime.

I agree that unauthorized access, use, or disclosure of Confidential or Sensitive Information is grounds for immediate termination of this Agreement with the State and the Contractor may be subject to penalties both civil and criminal.

Contractor:	
Individual:	
Individual's Signature:	
Title:	Date:
Phone:	E-Mail Address:

## EXHIBIT E – ATTACHMENT 2 INFORMATION SECURITY ACKNOWLEDGEMENT FOR AFFILIATES

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

### INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates

The Information Security Acknowledgement for Affiliates form must be completed and signed by a new affiliate before they are permitted access to any state information assets. Affiliates are non-State employees, such as vendors, contractors, service providers, and volunteers, who provide services to the State. In addition, continuing affiliates are required to submit this form annually for the term of their affiliation with the State. Please direct questions to the ISO at [christine.schmoeckel@osi.ca.gov](mailto:christine.schmoeckel@osi.ca.gov).

See page two for additional instructions.

#### 1. Affiliate Information

Full Name \_\_\_\_\_

Affiliation/Contract Number \_\_\_\_\_

Employer \_\_\_\_\_

#### 2. State Project Representative Information

Division \_\_\_\_\_

Branch \_\_\_\_\_

Bureau \_\_\_\_\_

Full Name \_\_\_\_\_

Position title \_\_\_\_\_

#### 3. New Affiliates' Acknowledgements

\_\_\_\_\_ I acknowledge receiving and having the opportunity to read the State Information Security Handbook.

#### 4. All Affiliates' Acknowledgements

\_\_\_\_\_ I understand that all network activity, including Internet and email usage, conducted with State resources is the property of the State of California.

\_\_\_\_\_ I understand the State reserves the right to monitor and record all network activity including Internet and email usage, with or without notice, and therefore I should have no expectation of privacy in the use of these resources.

\_\_\_\_\_ I understand that I may have access to confidential, sensitive, and/or personal information. I agree to use reasonable precautions to assure that this information is not disclosed to unauthorized persons or used in an unauthorized manner.

\_\_\_\_\_ I understand that non-compliance with the State Information Security Policies may result in termination of services or contractual arrangements in accordance with state and federal statutes. Criminal or civil action may be initiated by the appropriate authorities in certain instances. Obtaining any record containing personal information from a state agency under false pretenses is actionable under Cal. Civil Code 1798.56.

\_\_\_\_\_ I understand that any tampering, interference, damage, or unauthorized access to computer data or computer systems may constitute a criminal violation of Penal Code Section 502.

#### 5. Signature

I hereby certify that I am aware of the provisions and consequences for violating the State Information Security Policies.

Affiliate Signature

Date



**EXHIBIT F – ADD, DELETE OR SUBSTITUTE CONTRACTOR STAFF  
 REQUEST FORM**

<b>Contractor Name</b>		<b>Contractor Phone No.</b>	<b>Date</b>
<b>Project Name/Agreement Number</b>			
<b>Staff Replaced</b>	<b>Proposed Effective Date</b>	<b>Classification</b>	<b>Resume Meets MQs</b>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
<b>Date Effective</b>	<b>Reason</b>		
	Reason:		
	Reason:		
	Reason:		
	Reason:		
<b>Comments/Special Instructions</b> Please note: The changes as indicated in this request are being made at no additional cost to the STATE.			
<b>State Acceptance</b>		<b>Contractor Acceptance</b>	
<b>Division/Project</b>		<b>Contractor</b> (If other than an individual, state whether a corporation, partnership, etc.)	
<b>By (Authorized Signature)</b>		<b>By (Authorized Signature)</b>	
<b>Printed Name of Person Signing</b>		<b>Printed Name of Person Signing</b>	

## EXHIBIT G COUNTY CONSULTANT TRANSPORTATION/LODGING/PER DIEM REIMBURSEMENT GUIDE

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Purpose: The following county consultant transportation/lodging/per diem reimbursement guide is to provide travel reimbursement guidelines.

Authority: Title 2 California Code of Regulations Sections 599.615 – 599.638.1; CalHR Policy Memos including, but not limited to PML 2013-026 (available online at <http://www.calhr.ca.gov/state-hr-professionals/Pages/policy-memos.aspx>).

### 1. TRANSPORTATION REIMBURSEMENT

For a County Employee who lives outside a 50 mile radius from the CWS – New System Project Office, reimbursement shall be allowed for up to two (2) trips a month between Sacramento and the Permanent Residence (Permanent Residence is county employee's tax residence). Each trip to the Permanent Residence shall include an official visit to the county office (primary headquarters). Reimbursement shall be made only for the method of transportation which is in the best interest of the State. For each trip, the means of travel allowable are:

- A. **Personal Vehicle:** County Employee may use his or her personal vehicle. Mileage reimbursed at State travel regulations/policy allowable rate.
- B. **Rental Vehicle:** County Employee may rent a standard vehicle. Reimbursement will be for the actual and necessary costs of such rental when substantiated by a receipt.
- C. **Air:** County Employee may fly. Reimbursement of expenses for transportation by scheduled airline shall be at the current CalHR-approved rate; except that when the employee's actual airfare is lower, the lower amount shall be reimbursed. Claims for reimbursement of higher fares or extra charges for transportation by scheduled airline may be allowed if accompanied by a full explanation stating the facts constituting the official necessity, and approved by the State.
- D. **Parking:** Parking or commercial transportation fees to and from airport, by the least expensive mode of travel at a rate which is in the best interests of the State, shall also be reimbursed. A receipt is required for each item of expense of \$10.00 or more.
- E. **Other means of travel:** Reimbursement shall be allowed per State travel regulations/policy for excluded employees.

The County Employee shall obtain approval of the method of transportation from the State Contract Manager prior to travel.

## 2. **LODGING REIMBURSEMENT**

The following guidelines are provided for lodging reimbursement for County Employees:

- A. **Long-term lodging:** Reimbursement is allowed for long-term lodging while the County Employee is living in Sacramento for contract purposes per State travel regulations/policy.
- B. **Short-term lodging (not to exceed 30 days):** Reimbursement is allowed for the period of time during which County Employee relocates to Sacramento and searches for long-term lodging. Reimbursement is allowed for lodging within a 50 mile radius of the long-term assignment headquarters. The short-term rate will be discontinued after the 30th consecutive day the county employee is assigned to one location or when the county employee moves into his or her long-term assignment residence, whichever comes first. The short-term rate may be extended if documented and approved by the State Contract Manager.

All lodging reimbursement rates shall not exceed those allowed per State travel regulations/policy.

## 3. **MEAL REIMBURSEMENT**

The following guidelines are provided for meal reimbursement for County Employees:

- A. Reimbursement allowed for long-term meals shall be made in accordance with State travel regulations/policy. Meals shall not be reimbursed during weekends, State or federal holidays, regular days off, or vacation days.
- B. Reimbursement allowed for short-term travel meals will be made in accordance with State travel regulations/policy. Receipts for meals must be maintained by the County Employee.

## 4. **LONG-TERM MEALS AND RECEIPTED LODGING REIMBURSEMENT**

- A. In addition to the rules stated forth above in Section 2. Lodging Reimbursement and Section 3. Meal Reimbursement the following rules shall apply to the county employee. The County Employee on a long-term assignment may claim either:
  - 1) \$24.00 for meals and incidentals and up to \$24.00 for receipted lodging for travel of 12 hours up to 24 hours, either \$24.00 for meals or up to \$24.00 for receipted lodging for travel less than 12 hours, or
  - 2) Reimbursement for actual individual expense, substantiated by receipts, for lodging, utility gas and electricity, up to a maximum of \$1,130 per calendar month, and \$10.00 for meals and incidentals, without receipts for each period of 12-24 hours; \$5.00 for meals and incidentals for periods of less than 12 hours at the long-term location.

- B. To claim expenses under Sections 4.A above, the County Employee must meet the following criteria:
- 1) The County Employee continues to maintain a permanent residence at the primary headquarters; and
  - 2) The permanent residence is occupied by the County Employee's dependents; or the permanent residence is maintained at a net expense to the County Employee exceeding \$200 per month; and
  - 3) The County Employee must submit substantiating evidence of these conditions to the State Contract Manager in accordance with its requirements.
    - i. Substantiating Evidence shall be defined as a utility bill and either a mortgage payment receipt or property tax bill.

**5. WORK-RELATED TRAVEL**

Reimbursement is allowed for other State-directed and approved travel per State travel regulations/policy.