

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



**ITEM  
3.41  
(ID # 7085)**

**MEETING DATE:**  
Tuesday, June 26, 2018

**FROM :** PROBATION:

**SUBJECT:** PROBATION DEPARTMENT: Authorize the Chief Probation Officer of the Riverside County Probation Department to execute the Memorandum of Understanding between the California Department of Social Services and the County of Riverside for the on-site training and technical assistance to improve outcomes for children in the child welfare and probation systems. Districts-ALL; [\$0]

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

1. Approve the Memorandum of Understanding between the California Department of Social Services and the County of Riverside (the "MOU") for on-site training and technical assistance, and authorize the Chief Probation Officer to execute the MOU on behalf of the County of Riverside and its Probation Department and any amendments that do not change the substantive terms of the MOU, as approved by County Counsel.

**ACTION:** Policy

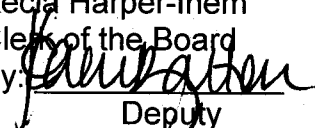
  
Mark A. Hake, Chief Probation Officer 6/12/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington and Perez  
**Nays:** None  
**Absent:** Ashley  
**Date:** June 26, 2018  
**xc:** Probation

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>	\$	\$	\$	\$
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18-18/19

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

**BACKGROUND:**

**Summary**

With Assembly Bill 403 (AB 403), the State of California adopted certain policies and practices as part of a comprehensive reform effort, also known as the Continuum of Care Reform, to improve outcomes for youth in the child welfare and probation system. AB 403 provides targeted training and support for resource families providing care to foster youth with the ultimate goal of maintaining a stable permanent family for those youths and children in the child welfare or probation systems.

To that end, the California Department of Social Services (CDSS) desires to enter into a Memorandum of Understanding (MOU) with the County of Riverside (County), on behalf of its Probation Department and the Department of Public Social Services, to support the County's efforts to recruit, retain and support resource families. Under this MOU assistance will be provided by CDSS via a contract with Dr. Denise Goodman (Contractor), a nationally recognized consultant and child professional, to provide the County direct onsite training and technical assistance.

To receive CDSS's assistance, CDSS requires authorization of the designated official signing the MOU, in the form of a resolution or motion from the Board of Supervisors. The Board's approval authorizing the Chief Probation Officer, or his designee, to execute the MOU, will allow Probation to enter into the MOU and make available to the County the services of the Contractor and receive direct onsite training.

The attached MOU has been approved by County Counsel as to legal form, on behalf of the Probation Department.

**Impact on Residents and Businesses**


Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives". Probation is proposing to continue seeking valuable services and programs, in order to improve success rates for our youth and provide for the safety, and well-being of county residents.

**ATTACHMENTS:**

MOU between the California Department of Social Services and the County of Riverside

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

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

  
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel 6/14/2018

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
AND  
THE COUNTY OF RIVERSIDE**

This Memorandum of Understanding (MOU) is entered into by the County of Riverside, Child Welfare and Probation Departments (hereinafter referred to as the "County") and the California Department of Social Services, a department of the State of California (hereinafter referred to as the "CDSS"). CDSS and the County each may be referred to herein as a Party or collectively as the Parties.

**I. PURPOSE**

The purpose of entering into this MOU is to describe the understandings of the Parties as to their roles and responsibilities in the provision and receipt of local assistance provided by the CDSS via a contract with Dr. Denise Goodman, a nationally recognized consultant and child professional, hereinafter referred to as the "Contractor". The local assistance shall include on-site training and technical assistance (TA) to the County, Foster Family Agencies and other communities involved in the child welfare and probation systems. This assistance shall further improve outcomes for children in the child welfare and probation systems as required pursuant to AB 403, (Ch. 773, Statutes of 2015), as part of the Continuum of Care Reform (CCR). The desired result of this MOU is the increased capacity and supports of resource families in the county with the use of the onsite training and TA provided by the Contractor.

**II. BACKGROUND**

California has implemented policies to reduce the number of children in out of home foster care placements which resulted in a decline from a high of over 100,000 youth in foster care in 1999 to about 63,000 in 2017. These policy changes have included preventative efforts to reduce the likelihood that a child is removed from his or her home, early intervention in child welfare cases, and assistance with finding children permanent homes with relatives through adoption. County welfare agencies provide services to approximately 95% of youth in foster care, including making arrangements for where the youth will reside and who will care for and take responsibility for the youth. Juvenile probation departments are responsible for the care of the remaining 5% of foster youth.

Continuum of Care refers to the spectrum of care settings for youth in foster care from the least restrictive to the most restrictive and most service intensive. Most of the youth in foster care are placed in homes with resource families, with about 4,100 youth placed in group home placements, also known as congregate care.

Many of the policies and practices adopted by AB 403 were identified in the CDSS' 2015, California's Child Welfare Continuum of Care Reform report (hereinafter referred to as the "2015 Report"). This report built upon many years of policy changes designed to improve the outcomes for youth in foster care. The report was developed with feedback from foster youth, foster families, care providers, child welfare agency staff, policymakers, and other stakeholders.

AB 403 adopted many of the recommendations of the 2015 Report and implemented broad sweeping change to foster care, including requiring each county to use Resource Families (RFs) effective January 1, 2017, to predominantly provide for the care of children in foster care. AB 403 provided for RFs to receive targeted training and support to ensure services and supports provided to the child or youth and his or her family are tailored toward the ultimate goal of maintaining a stable permanent family for those youths and children in the child welfare or probation systems. To support the County's effort to recruit, retain and support quality RFs CDSS is contracting with the Contractor, Agreement No. 17-3208 (attached hereto and made a part of this MOU as Attachment 1) for the services of two (2) subject matter experts, including Meha Desai and Stacey Gerber, to provide the direct county onsite training and technical assistance (TA).

CDSS shall make available to the County the services of the Contractor to the County as specified below in the Scope of Work, upon entering into Agreement No. 17-3208 with the Contractor, including securing necessary approvals, and upon entering into this MOU with the County.

### **III. SCOPE OF WORK**

- A. By entering into this MOU, the County shall receive direct onsite training and TA from the Contractor, as well one (1) or more the additional experts, being Meha Desai or Stacey Gerber. The onsite training and TA provided will include specific approaches and topics for recruitment, retention and support of RFs, as well as other related program areas; and may include supports for the safety, permanence and well-being of children, as well as youth and families in the child welfare and probation systems.
- B. The onsite training and TA services to be provided by the Contractor will include the following:
  - 1. An assessment of the county to determine the needs and commitment to onsite training and coaching for the recruitment and retention of RFs.
  - 2. The evaluation of the county's policy and practice, including RF approval procedures.
  - 3. The evaluation of the county data and work plans.
  - 4. The development of the targeted recruitment strategies for the RFs.
  - 5. The provision of relevant policy examples from other states.

6. The assistance and support for the implementation of policy and practice changes in the recruitment and retention of RFs.
7. The provision of regular phone/email consultation with county staff, who are involved with the efforts described in this MOU, during business hours (Pacific Time) and a response to inquiries within a time period agreed upon between the County and the Contractor or its subject matter experts.

#### **IV. CDSS RESPONSIBILITIES**

- A. CDSS shall require the Contractor, pursuant to Agreement No. 17-3208, to provide to the County up to nine (9) full working days of the onsite training and TA and up to 60 hours offsite TA described above in the Scope of Work. CDSS shall not be responsible for any products or services beyond the days and hours identified or the services described in this MOU.
- B. CDSS shall timely provide to the County for reference a copy of executed Agreement No. 17-3208, as well as any future amendments to the Agreement.
- C. CDSS shall be responsible for the payments to the Contractor pursuant to Agreement No. 17-3208 for the services identified in that agreement, including allowable travel costs. CDSS shall not be responsible for additional services provided by the Contractor to the County.
- D. CDSS shall monitor the services provided by the Contractor to the County pursuant to Agreement No. 17-3208, and when necessary collaborate with the County as to the provision of the services for this MOU.
- E. CDSS shall provide an evaluation to be used by the County to evaluate the services described above in the Scope of Work.
- F. CDSS shall require the Contractor to carry insurance coverages and amounts identified in the Agreement No. 17-3208, Exhibit E.
- G. CDSS shall require the Contractor to comply with the CDSS Confidentiality and Security Requirements, Contractor/Entity - v 201710, Attachment 1 to this MOU, for the performance of the services described in this MOU.

#### **V. COUNTY RESPONSIBILITIES**

- A. County shall comply with the obligations of this MOU.
- B. County shall designate staff and authorize sufficient time for them to work directly with the Contractor and subject matter experts of the Contractor for the duration of this MOU.
- C. County shall timely provide to the Contractor and the subject matter experts of the Contractor with the necessary information and data to perform the activities identified in the Scope of Work, above.
- D. Upon entering into this MOU the County shall develop and provide a list of the various departments or units of the County and their staff which shall work with the Contractor for the purposes of this MOU. The list shall include the name, title, department/unit, email address, and telephone number. A copy of this list shall be provided to the Contractor and CDSS. As necessary, the County shall update this list so that the information is current. This list shall be provided to

- CDSS and/or the Contractor upon the request of either.
- E. County shall report quarterly the recommendations and outcomes of the onsite training or TA in writing, including available data, to CDSS by the 20<sup>th</sup> calendar day of the month following the prior quarter.
  - F. County agrees to retain a copy of all forms, recommendations, or training materials provided by the Contractor, including its subject matter experts, and to provide such to CDSS upon request.
  - G. County shall not request services of the Contractor or its subject matter experts, which are beyond the Scope for Work identified above. Any additional requests for hours or services beyond those identified in this MOU shall be the responsibility of the County. If there is a question as to whether the services or additional services fall within the Scope of Work, the County shall submit documentation to CDSS requesting clarification. CDSS shall timely respond to the request.
  - H. Within one (1) month of the completion of the services described in the SOW, above, the County shall complete the evaluation presented by the CDSS or the Contractor.
  - I. If the County intends to cease its participation in this MOU and is dissatisfied with the services provided through this MOU, it shall timely provide written notification to the CDSS Representative identified in Section VII, paragraph A. of this MOU describing its dissatisfaction and requesting that the services cease.
  - J. If the County is dissatisfied with the services provided through this MOU, but would like to continue to participate in the MOU, the County shall timely send a letter to the CDSS Representative identified in Section VII, paragraph A. identifying those services for which it is dissatisfied and propose necessary changes. CDSS and the County shall collaborate as to the changes, if any.
  - K. The County agrees to assist and support the policy practice changes identified or implemented with the assistance of the Contractor or through its subject matter experts, during the term of this MOU.
  - L. After the termination of this MOU, the County agrees to follow the implemented changes created during this MOU for the recruitment, training, retention, and supports to RFs until it provides written notice to CDSS that it will no longer continue the policy practices implemented with the assistance of the Contractor or the Contractor's subject matter experts. (This provision survives the termination or expiration of this MOU.)

## **VI. MUTUAL RESPONSIBILITIES**

- A. Each Party agrees to collaborate with each other and with the Contractor, including its subject matter experts, so that the services described in the Scope of Work, above, are completed within the term of this MOU.
- B. Each Party agrees, in the event of a Public Records Act request or a subpoena related to the services described in the Scope of Work, above, to immediately inform the other and to consult with their legal counsels.
- C. Each Party agrees to employ appropriate measures to maintain data security

and confidentiality when sending, transmitting, transferring, shipping, or otherwise disposing of any confidential, sensitive, or personal information related to the services described in the Scope of Work, above.

- D. In the event of a breach or information security incident, as defined by Attachment 1, page 20, Section III, paragraphs a.iv and a.v, respectively., of the other Party's confidential, sensitive or personal information, each Party agrees to notify the other Party's Representatives identified in this MOU, Section VII, paragraphs A and B within twenty-four (24) hours.
- E. Indemnification

1. Claims Arising from Acts or Omissions of the County

The County hereby agrees to defend and indemnify the CDSS, its directors, agents, officers, and employees (hereinafter collectively referred to as the CDSS) from any claim, action, or proceedings against the CDSS arising out of acts or omissions of the County in the performance of this MOU. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this MOU. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

The CDSS hereby agrees to defend and indemnify the County, its directors, Board of Supervisors, agents, officers, and employees (hereinafter collectively referred to as the County) from any claim, action or proceeding against the County arising out of acts or omissions of the CDSS in the performance of this MOU. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this MOU. The County shall notify the CDSS promptly of any claim, action or proceeding and cooperate fully.

3. The provisions of this paragraph will survive the termination or expiration of this MOU.

F. Disputes

1. Dispute Resolution Process: If a dispute arises between CDSS and the County, both parties shall work in good faith to resolve the dispute using the process outlined below.
2. The County should first informally discuss the problem with the CDSS program contact. If the problem cannot be resolved informally, the County must direct the grievance, in writing, to the CDSS program supervisor. The CDSS program supervisor must make a decision within ten (10) working days after receipt of the written grievance from the County. Should the



County disagree with the decision of the CDSS program supervisor, the County may appeal to the appropriate CDSS upper management staff. The decision of the upper management staff of CDSS shall be the final decision.

## VII. REPRESENTATIVES

### A. CDSS Representative

The following CDSS representative will serve as the single point of contact for communication between the CDSS and the County.

Marjana Jackson  
Program Analyst  
744 P Street, MS: 9-14-46  
Sacramento, CA 95814  
(916) 651-7867  
[Marjana.Jackson@dss.ca.gov](mailto:Marjana.Jackson@dss.ca.gov)

### B. County Representative(s)

The following **County Child Welfare** representative will serve as the single point of contact for communication between the CDSS and the County.

Teri Badia  
Deputy Director  
10281 Kidd Street 2<sup>nd</sup> Floor  
Riverside, CA 92503  
(951) 358-3773  
[Tbadia@rivco.org](mailto:Tbadia@rivco.org)

The following **County Probation** representative will serve as the single point of contact for communication between the CDSS and the County.

Bryce Hulstrom  
Chief Deputy Probation Officer  
3960 Orange Street, Suite 600  
Riverside, CA 92501  
(951) 955-2830  
[Bhulstro@rivco.org](mailto:Bhulstro@rivco.org)

- C. Each Party may change the name or address for the representatives identified in the paragraphs A and B, above, with a five (5) day advance written notice to the other Party without an amendment to this MOU.

## VIII. TERM

The term of this MOU shall commence upon the signing of this MOU by both parties and shall be for the duration of two (2) years therefrom unless the MOU is otherwise amended by the parties.

## IX. GENERAL PROVISIONS

### A. Amendments

No condition or provision of this MOU shall be waived or altered except by written amendment signed by a duly authorized representative of CDSS and County.

### B. Termination

1. Termination without cause: This MOU may be terminated by either Party without cause upon 30 days' advance written notice to the other Party.
2. Termination with cause: This MOU may be terminated immediately by either Party if the terms of this MOU related to its confidential, personal, or sensitive information are violated in any manner. However, CDSS or County shall provide written notice to the other party of such termination for cause.
3. Other grounds for termination. In the event that the Agreement 17-3208 terminates or expires prior to January 31, 2020, this MOU may be terminated upon the effective date of the early termination of that agreement, even if such termination will occur with less than thirty (30) days written notice to the other Party.

### C. Publicity/News Releases

Any publicity, news releases or presentation by the Parties to this MOU regarding the availability of services of this MOU to be distributed in the State of California shall be subject to each Party's review and written approval prior to being made available to the public in any setting and regardless of method of release, electronic or written. This provision survives the termination or expiration of this MOU.

### D. Insurance

Each Party agrees to maintain insurance levels appropriate to the activities undertaken within this MOU. CDSS is a self-insured entity.

**X. AUTHORITY**

Each signatory to this MOU represents it possesses the authority to sign this MOU on behalf of entity identified below and to enter into this MOU on its behalf.

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

By: \_\_\_\_\_  
Tammy T. Gorman, Staff Services Manager I

Date: \_\_\_\_\_

COUNTY OF RIVERSIDE

By: Susan von Zabern  
Susan von Zabern, Director

Date: 5/7/18

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Mark A. Hake, Chief Probation Officer

Date: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: SUSANNA N. OH 6/12/18  
DATE

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

AGREEMENT NUMBER <b>17-3208</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**California Department of Social Services**

CONTRACTOR'S NAME  
**Denise A. Goodman, PhD**

2. The term of this Agreement is: **February 1, 2018 through January 31, 2020**

3. The maximum amount of this Agreement is: **\$623,070.00**  
**Six Hundred Twenty Three Thousand and Seventy Dollars and 00/100**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

- Exhibit A – Scope of Work 5 pages
- Exhibit B – Budget Detail and Payment Provisions 2 pages
- Exhibit B, Attachment 1 – Budget Summary 1 page
- Exhibit B, Attachment 2 – Budget Narrative 3 pages
- Exhibit C\* – General Terms and Conditions GTC 04/2017

Check mark one item below as Exhibit D:

- Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 3 pages
- Exhibit - D\* Special Terms and Conditions


- Exhibit E – Additional Provisions 3 pages
- Exhibit E – Attachment 1- CDSS Confidentiality and Security Requirements 11 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <http://www.sgs.ca.gov/iss/Pt-resources/StandardContractLanguage.aspx>

**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.)  
**Denise A. Goodman, PhD**


BY (Authorized Signature)  DATE SIGNED (Do not type)  
**2.19.18**

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Denise A. Goodman, PhD**

ADDRESS  
**1824 Snouffer Road  
Worthington, Ohio 43085**

**STATE OF CALIFORNIA**

AGENCY NAME  
**California Department of Social Services**

BY (Authorized Signature)  DATE SIGNED (Do not type)  
**2-27-2018**

PRINTED NAME AND TITLE OF PERSON SIGNING  
**Deborah Pearce, Chief, Financial Management and Contracts Branch**

ADDRESS  
**744 P Street MS 8-14-747  
Sacramento, California 95814**

**California Department of General Services Use Only**

Exempt per: **WIC 16519.59**

## **SCOPE OF WORK**

### **A. Objective**

This Agreement is entered into by and between Dr. Denise A. Goodman (Contractor) and the California Department of Social Services (CDSS) for the purpose of providing regional statewide training, support and onsite technical assistance to selected counties to improve recruitment, retention and support of resources families.

### **B. Background**

1. The passage of Assembly Bill 403 (Statutes of 2015, Chapter 773) and the early implementation of the Continuum of Care Reform (CCR) efforts highlight the need for children and youth in the foster care system to reside and grow up in family-based homes. In order to reduce the number of children and youth placed in and aging out of system in congregate care, building a capacity of quality resource families is paramount. The ability to recruit, retain and support resource families are dependent upon local resources, demographics and partnerships with foster family agencies. Assembly Bill 404 (Statutes of 2017, Chapter 732) clarifies implementation of CCR, including the Resource Family Approval (RFA) program.
2. The RFA program was created to provide a unified, family friendly, and child-centered resource family approval process to replace the existing multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families. It establishes a single set of standards for resource family approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside or may reside in an approved resource family home.
3. In 2008 the Federal Administration for Children and Families (ACF) conducted a Child and Family Services Review (CFSR) of California's child welfare system. The final report found that California lacked a sufficient number of caregivers and foster homes. The CFSR also reported stakeholder concerns over lack of state leadership with regards to recruitment efforts. In response, the CDSS provided ACF with a Program Improvement Plan (PIP) that addresses how California will resolve these, as well as other, problems in the child welfare system.
4. The Contractor is a nationally recognized consultant and child welfare professional who has expertise in both foster care and adoption. The Contractor has worked with a number of states to increase the recruitment, retention and support of resource families and reducing the use of group home care. The Contractor will provide regional statewide training, support and onsite training and technical assistance for a select number of counties in the recruitment, retention and support of resource families to support the safety, permanence and well-being of children, youth and families in the child welfare and probation systems. The Contractor will bring policy and practice expertise in recruiting and supporting resource families and achieving permanency for the purpose of advising and providing consultative services to the CDSS, Children and Family Services Division (CFSD). These services would be consistent with the PIP.

5. Pursuant to Welfare and Institutions Code section 16519.59, contracts for the purposes of training appropriate staff for the RFA program are exempt from the Public Contract Code and the State Contracting Manual, and shall not be subject to the approval of the Department of General Services.

C. Contractor's Responsibilities

1. The Contractor will provide services in the recruitment, retention and support of resource families, as well as other related program areas, to support the safety, permanence and well-being of children, youth and families in the child welfare and probation systems. The Contractor will provide policy and practice expertise in recruiting and supporting resource families and achieving permanency for youth.
2. When providing training and technical assistance, the Contractor will align materials and curriculum with the new family-friendly and child-centered RFA process, including the CDSS Written Directives; the written processes, standards, and requirements for the RFA program. The Contractor will understand that RFA:
  - a. Is streamlined and eliminates the duplication of existing processes.
  - b. Unifies approval standards for all caregivers, regardless of the child's case plan.
  - c. Includes a comprehensive family evaluation, home environment checks, and training for all families, including relatives.
  - d. Prepares families to better meet the needs of vulnerable children in the foster care system.
  - e. Allows seamless transition to permanency.
3. The Contractor agrees to provide the CDSS and other entities identified by CDSS (County Welfare Directors Association (CWDA), the Chief Probation Officers of California Foundation (CPOC), County child welfare agencies and probation departments), with technical assistance and consultative services in the capacity of a Subject Matter Expert (SME) for the purpose of increasing capacity and supports of home-based family care. These services shall include:
  - a. Facilitating and/or coordinating timely responses to questions and issues.
  - b. Provide coaching, training and consultation for recruitment, retention and support of resource families, including specialized populations, and other related issues.
  - c. Support implementation of CCR efforts and program requirements.
  - d. Report directly to the CDSS CCR Branch Chief and provide monthly status updates to designated Department staff.
4. The Contractor shall plan, prepare and coordinate a training curriculum for convening's to be held in: Northern, Bay Area, Southern, Los Angeles and Northern Rural and Tribal regions, during FY17/18 for up to 60 attendees, at no charge to the attendees, to include, but not limited to, the following activities:
  - a. Consultation with CDSS, CWDA and CPOC to identify county participants for convening's.
  - b. Planning, preparation, development, and production of the training curriculum, and follow up evaluation/reporting.
  - c. Arrange panels, workshops, speakers, etc., as needed.
  - d. Solely responsible for preparation of materials and work with the CDSS for printing of materials.
5. The Contractor agrees to provide direct training at the regional county convening's for up to 60 attendees as described below:

- a. Provide pre- and post-test for participants.
  - b. Maintain agenda, sign-in-sheets, completed evaluation forms and a daily accounting of all activities including planning, training material development, training delivery, evaluation/reporting activities, and the coordination of implementation activities. Upon request, the Contractor shall make the aforementioned items available to CDSS.
  - c. Report of progress of regional county convening's with CDSS at the end of each convening.
6. The Contractor agrees to work directly with six (6) counties' child welfare and/or probation departments per calendar year for the duration of this contract, which spans over three fiscal years (FY 17/18, FY 18/19 and FY 19/20), as identified by CDSS, to provide onsite training of policy and practice related to recruitment, retention and support of resource families and other related areas, assessment of progress, and follow-up support. The Contractor shall perform, but not be limited to, the following activities:
- a. Individual county assessment to determine needs and commitment to site training and coaching.
  - b. Evaluate county policy and practice, including Resource Family Approval procedures.
  - c. Evaluate county data and work plans.
  - d. Develop targeted recruitment strategies.
  - e. Provide relevant policy examples from other states.
  - f. Assist and support implementation of policy and practice changes.
  - g. Provide regular phone/email consultation to county staff during regular business hours (Pacific Standard Time) and respond to inquiries within a time period established by Contractor and county.
  - h. Meet with county representatives, CWDA/CPOC, and/or CDSS staff, as scheduled by the CDSS, regarding progress of recruitment, retention, support and other related activities.
  - i. Meet with the CDSS staff and/or CWDA/CPOC, or county directors and Chief Probation Officer and/or staff scheduled by CDSS to address issues and concerns of site counties' participation or other issues as they arise.
7. The Contractor agrees to prepare quarterly reports of site counties, to be submitted to CDSS, on the progress and effectiveness of onsite trainings and county engagement. Reports shall include, but shall not be limited to:
- a. Demographic profile of each county.
  - b. County data used to establish baseline and measure progress.
  - c. How progress is measured.
  - d. Target population for training.
  - e. Timeline for implementation of identified goals and strategies in county work plan.
  - f. Any barriers and/or significant delays encountered which prevent the Contractor from meeting the purpose, goals and objectives of this contract.
8. The Contractor agrees to provide four (4) media presentations during the duration of the contract (webcast) over the internet using streaming media technology provided by CDSS to distribute and discuss recruitment and retention strategies, best practices, and/or relevant material to related program areas, as described below:
- a. The subject matter, dates, and times of the webcasts will be jointly agreed upon by CDSS, CWDA, CPOC and Contractor.
  - b. The webcasts will be recorded, edited, and made available online, as determined by CDSS.
  - c. The Contractor shall provide staff time, preparation, planning and presentation for all webcasts.

9. Upon CDSS request, the Contractor shall provide planning and support to County Agencies, Tribes, and Foster Family Agencies (FFAs) which shall include, but not be limited to, the following activities:
    - a. Provide technical assistance and support within a timeframe determined by CDSS to include, but not limited to the following:
      - Email and telephone consultations.
      - Response to inquiries.
    - b. Technical assistance on identifying data and performance/outcomes measures to track and evaluate the effectiveness and success with recruitment, retention and support of resource families and other related program areas to determine outcomes in child welfare and probation.
    - c. Technical assistance to support county agencies, Tribes and FFAs for recruitment, retention, support and other related program areas.
    - d. Present information or participate in meetings or events related to recruitment retention, and support including efforts for specialized populations or other related program areas.
    - e. The provision and development of a toolkit/resource library of technical tools of recruitment, retention, support of resource families and other related program areas' resources made available to the county participants to be available online, as determined by CDSS.
  10. The Contractor shall track and verify hours of its staff and/or subcontractors prior to submitting invoices to CDSS.
  11. The Contractor shall submit all training materials and presentations to CDSS for its written approval 45 days prior to their use or publication at the regional county convening's.
  12. The Contractor shall not record any participant or attendee unless a written consent is obtained prior to any video recording.
  13. The Contractor shall be responsible for all subcontractors under this Agreement. The Contractor may substitute subcontractors only with the prior written approval of CDSS.
- D. CDSS' Responsibilities
1. CDSS is responsible for oversight of the implementation of the Scope of Work.
  2. CDSS shall assist with any interactions that support the implementation of the Scope of Work.
  3. CDSS staff may attend regional convening's and/or individual site sessions to evaluate effectiveness.
  4. Secure locations and arrange logistics for regional convening's.
  5. CDSS shall review and monitor the Contractor's fiscal expenditure and program activities to ensure compliance with this Agreement.
  6. CDSS shall monitor and evaluate Contractor's compliance with the terms of this Agreement and request modification(s) to this Agreement, as appropriate, through a written amendment.
  7. CDSS shall evaluate the effectiveness of the contract.
  8. CDSS may provide a website for posting of tools and webcasts.



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

CDSS

Marjana Jackson, Program Analyst  
CCR Branch  
744 P Street MS 09-14-16  
Sacramento, CA 95814  
Phone: (916) 651-7867  
Email: [Marjana.Jackson@dss.ca.gov](mailto:Marjana.Jackson@dss.ca.gov)

Contractor

Denise A. Goodman, PhD  
1824 Snouffer Road  
Worthington, OH 43085  
Phone: (614) 395-8321  
Email: [dagphd@aol.com](mailto:dagphd@aol.com)

The project representatives may be changed by written notice to the other party, within ten (10) working days of the change. Said changes shall not require an amendment to this Agreement.

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed \$623,070.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2017/18	\$212,920.00
2018/19	\$276,730.00
2019/20	\$133,420.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified in Exhibit B, Attachment 1 – Budget Summary and Exhibit B, Attachment 2 – Budget Narrative.
3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

The CDSS Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period not less than three years after final payment of this Agreement.

No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

4. Invoices shall include the Agreement Number 17-3208 and Index Code 9990 and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Program Implementation Bureau  
744 P Street, M.S. 9-14-46  
Sacramento, CA 95814  
Attn: Marjana Jackson

Pursuant to Office of Management and Budget (OMB) regulations (2 CFR 200.300 and 200.331), the Contractor shall provide the sub recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the CFDA Number and Title:

CFDA Number: 93.658  
CFDA Program Title: Foster Care – Title IV-E

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

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

**EXHIBIT B  
(Standard Agreement)**

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

**C. For Contract with Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the 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, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

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

**G. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**BUDGET SUMMARY**  
(February 1, 2018 through January 31, 2020)

	FY 2017-2018	FY 2018-2019	FY 2019-2020
<b>Deliverable 1</b> Provide Technical Assistance to the CDSS and other entities identified by CDSS. (24 days @ \$1,900 day)	6 days (onsite)	12 days (onsite)	6 days (onsite)
<b>Total Deliverable 1</b>	\$11,400.00	\$22,800.00	\$11,400.00
<b>Deliverable 2</b> Prep work for five statewide Regional County Convening's (Up to 200 hours of planning/development for 5 convening's @ \$125/hour)	Prep work for convening's		
<b>Total Deliverable 2</b>	\$25,000.00		
<b>Deliverable 3</b> Provide direct training at regional county convening's (\$1,900/day per consultant x 2 days' x 3 consultants)	5 convening's		
<b>Total Deliverable 3</b>	\$57,000.00		
<b>Deliverable 4</b> Direct onsite work with six Counties over two calendar years which spans over three fiscal years identified by CDSS. (\$1,900/day for onsite; \$125/hour for offsite)	4 days onsite per county x 6 counties  30 hours offsite per county x 6 counties	10 days onsite per county x 6 counties  60 hours offsite per county x 6 counties	4 days onsite per county x 6 counties  30 hours offsite per county x 6 counties
<b>Total Deliverable 4</b>	\$45,600.00 (onsite) \$22,500.00 (offsite)	\$114,000.00 (onsite) \$45,000.00 (offsite)	\$45,600.00 (onsite) \$22,500.00 (offsite)
<b>Deliverable 5</b> Prepare quarterly reports of site counties (\$125/hour up to 3 hours)	4 reports per year for each of 3 counties x 3 hours each	4 reports per year for each of 6 counties x 3 hours each	4 reports per year for each of 3 counties x 3 hours each
<b>Total Deliverable 5</b>	\$4,500.00	\$9,000.00	\$4,500.00
<b>Deliverable 6</b> Provide four media presentations (webcast) (\$125/hour)		2 webcasts @ 2 hrs. each + 8 hrs. prep for each webcast	2 webcasts @ 2 hrs. each + 8 hrs. prep for each webcast
<b>Total Deliverable 6</b>		\$2,500.00	\$2,500.00
<b>Deliverable 7</b> Provide planning and support to County Agencies, Tribes and FFAs (\$1,900/day for onsite; \$125/hour for offsite)	6 days (onsite) 30 hrs. (offsite)	12 days (onsite) 60 hrs. (offsite)	6 days (onsite) 30 hrs. (offsite)
<b>Total Deliverable 7</b>	\$11,400.00 (onsite) \$ 3,750.00 (offsite)	\$22,800.00 (onsite) \$ 7,500.00 (offsite)	\$11,400.00(onsite) \$ 3,750.00 (offsite)
<b>Total Deliverables</b>	<b>\$181,150.00</b>	<b>\$223,600.00</b>	<b>\$101,650.00</b>
<b>Travel:</b> Hotel, meals (per diem) Airfare, Ground transportation, Parking	Reimbursed at State rate	Reimbursed at State rate	Reimbursed at State rate
<b>Total Travel:</b>	<b>\$31,770.00</b>	<b>\$53,130.00</b>	<b>\$31,770.00</b>
<b>Total Budget</b>	<b>\$212,920.00</b>	<b>\$276,730.00</b>	<b>\$133,420.00</b>

### BUDGET NARRATIVE

**Deliverable 1:** Provide Technical Assistance to the CDSS and other entities identified by CDSS (CWDA, CPOC, County child welfare agencies and probation departments).

1. Contractor will obtain services of a SME liaison to coordinate and facilitate and/or coordinate timely responses to questions and issues.
2. Contractor will provide coaching, training and consultation for recruitment, retention and support of resource families, including specialized populations, and other related issues.
3. Contractor will support implementation of CCR efforts and program requirements.
4. Contractor reports directly to the CDSS CCR Branch Chief and provides monthly status updates to Department staff and other senior stakeholders connected to CCR.

A daily rate of \$1,900 for up to twenty-four (24) days over the duration of the contract applies to the coaching, training and consultation for recruitment, retention and support of resource families, including specialized populations, and other related issues for CDSS and other entities or agencies identified by CDSS. The \$1,900 daily rate is all-inclusive of wages and expenses associated with the services provided.

Total Technical Assistance for CDSS and other entities identified by CDSS.....\$45,600

**Deliverable 2:** Plan, prepare and coordinate a training curriculum for up to five regional county convening's during FY17/18 for up to 60 attendees, at no charge to the attendees, to include, but not limited to, the following activities:

1. Consultation with CDSS, CWDA and CPOC to identify county participants for convening's.
2. Planning, preparation, development, and production of training curriculum, and follow up evaluation/reporting.
3. Arrange panels, workshops, speakers, etc., as needed.
4. Solely responsible for preparation of materials and work with the CDSS for printing of materials.

An hourly rate of \$125 per hour for up to two hundred (200) hours applies to the planning, preparation, development, and production of training curriculum, and follow up evaluation/reporting for five statewide regional County Convening's. The \$125 hourly rate is all-inclusive of wages and expenses associated with the services provided.

Total prep work for five statewide regional County Convening's ..... \$25,000

**Deliverable 3:** Five statewide regional county convening's- Along with Dr. Denise A. Goodman, subcontractors, Meha Jitendra Desai and Stacey Hope Gerber will provide direct training at up to five (5) regional county convening's, up to two (2) days each, to include, but not limited to, the following activities:

1. Provide pre and post-test for participants.
2. Maintain agenda, sign-in-sheets, completed evaluation forms and a daily accounting of all activities including planning, training material development, training delivery, evaluation/reporting activities, and the coordination of implementation activities. Upon request, make the aforementioned items available to CDSS for review.

3. Report of progress of regional County Convening's with CDSS at the end of each convening

A daily rate of \$1,900 per subcontractor for five (5)/two (2)-day convening's for three (3) consultants applies to the direct training at statewide regional county convening's for CWDA, CPOC and County Child Welfare Agencies and Probation Departments. The \$1,900 daily rate is all-inclusive of wages and expenses associated with the services provided.

Total for Direct Training at Statewide Regional County Convening's..... \$57,000

**Deliverable 4:** Onsite county work - Along with Dr. Denise A. Goodman, subcontractors, Meha Jitendra Desai and Stacey Hope Gerber will provide direct onsite training with Counties identified by CDSS of policy and practice related to recruitment, retention and support of resource families and other related areas, assessment of progress, and follow-up. The Contractor shall perform, but not be limited to, the following activities:

1. Individual county assessment to determine needs and commitment to site training and coaching
2. Evaluate county policy and practice, including RFA procedures.
3. Evaluate County data and work plans
4. Develop targeted recruitment strategies
5. Provide relevant policy examples from other states.
6. Assist and support implementation of policy and practice changes.
7. Provide regular phone/email consultation to County Welfare and Probation Departments.
8. Meet with county representatives, CWDA/CPOC, and/or CDSS staff, as scheduled by the CDSS, regarding progress of recruitment, retention, support and other related activities.
9. Meet with the CDSS staff and/or CWDA/CPOC, or county directors and Chief Probation Officer and/or staff, to address issues and concerns of site counties' participation or other issues as they arise.

A daily rate of \$1,900 for up to one hundred and eight (108) onsite days and an hourly rate of \$125 per hour for up to 720 hours of offsite hours over the duration of the contract applies to the coaching, training and consultation for recruitment, retention and support of resource families, including specialized populations, and other related issues for CDSS, CWDA, CPOC and County Child Welfare Agencies and Probation Departments. The coaching includes planning, material development, coaching delivery, and coaching evaluation/reporting activities. The \$1,900 daily rate and \$125 hourly rate is all-inclusive of wages and expenses associated with the services provided.

Total Direct onsite work with Counties ..... \$295,200

**Deliverable 5:** Prepare quarterly reports of site counties. Reports shall include, but not be limited to:

1. Demographic profile of each county.
2. County data used to establish baseline and measure progress.
3. Target population for training.
4. Timeline for implementation of identified goals and strategies in county work plan.
5. Any barriers and/or significant delays encountered which prevented the Contractor from meeting the purpose, goals and objectives of this contract.

An hourly rate of \$125 per hour up to three (3) hours applies to the development of four (4) quarterly reports for twelve (12) counties. The \$125 hourly rate is all-inclusive of wages and expenses associated with the services provided.

Total for Preparation of quarterly reports of site counties ..... \$18,000

**Deliverable 6:** Provide four media presentations (webcast)

1. The subject matter, dates, and times of the webcasts will be jointly agreed upon by CDSS, CWDA, CPOC and Contractor.
2. The webcasts will be recorded, edited, and made available as determined by CDSS.
3. Contractor will provide staff time, preparation, planning and presentation for all webcasts.

An hourly rate of \$125 per hour for ten (10) hours applies to the preparation and development of four (4) media presentations. The \$125 hourly rate is all-inclusive of wages and expenses associated with the services provided.

Total for four media presentations (webcast) ..... \$5,000

**Deliverable 7:** Planning and support to County Agencies, Tribes and FFAs upon request shall include, but not limited to, the following items:

1. Provide technical assistance and support within a timeframe determined by CDSS to include, but not limited to the following:
  - Email and telephone consultations
  - Response to inquiries
2. Technical assistance on identifying performance/outcomes measures to track and evaluate the effectiveness and success with recruitment, retention and support of counties.
3. Technical assistance to support county agencies, Tribes and FFAs for recruitment, retention, support and other related program areas.
4. Present information or participate in meetings or events related to recruitment retention, and support including efforts for specialized populations or other related program areas.
5. Provide CDSS with Toolkit/Resource Library of technical tools of recruitment, retention and support of resource families and other related program areas' resources that were developed in the provision of services to the public participants, to be available online, as determined by CDSS.

A daily rate of \$1,900 for up to twenty-four (24) onsite days and an hourly rate of \$125 per hour for up to 120 hours of offsite hours for CDSS, County agencies, FFAs and/or Tribes over the duration of the contract applies to the coaching, training and consultation for recruitment, retention and support of resource families, including specialized populations, and other related issues. The coaching includes planning, material development, coaching delivery, and coaching evaluation/reporting activities. The \$1,900 daily rate and \$125 hourly rate is all-inclusive of wages and expenses associated with the services provided.

Total for consultation to the CDSS ..... \$60,600

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 8-14-747  
Sacramento, CA 95814  
Attention: Chief, Contracts and Purchasing Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

**B. Termination Without Cause**

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

**C. Debarment and Suspension**

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor 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 sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).



**EXHIBIT D**  
**(Standard Agreement)**

**D. Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**E. Unruh Civil Rights Act and the Fair Employment & Housing Act**

Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**F. Computer Software Copyrights**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**EXHIBIT D  
(Standard Agreement)**

**G. OMB 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 CDSS.

**H. Subcontractors**

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**I. Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**A. Insurance Requirements**

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
  - a. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. **Automobile Liability** – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

**The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.**

- c. **Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

**The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.**

2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

**B. General Provisions Applying to All Insurance Policies**

1. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. **Policy Cancellation / Termination & Notice of Non-Renewal** – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received

**EXHIBIT E  
(Standard Agreement)**

by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

**C. Incompatible Activities**

Contractor shall not engage in any activity, employment or enterprise which is inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a consultant. These include, but are not limited to, the following, unless the Department has determined in writing that the consultant's specific activity, employment, or enterprise does not constitute an incompatible activity.

1. Being licensed to operate a facility under the jurisdiction of the Department, including a child day care facility, foster family home, certified family home, community care facility, or residential care facility for the elderly.
2. Holding a position of Chief Executive Officer, or other officer of the governing body of the licensee of a facility under the jurisdiction of the Department, as referenced in #1, and also including a residential care facility for persons with chronic, life-threatening illness.
3. Being employed by a facility under the jurisdiction of the Department.
4. Being a volunteer of a facility under the jurisdiction of the Department.
5. Residing at a facility under the jurisdiction of the Department.
6. Representing any individual not employed by the Department or any facility under the jurisdiction of the Department in an administrative or legal matter.
7. Having a financial interest in any facility under the jurisdiction of the Department.
8. Using, or having access to, confidential information by virtue of this contract, for private gain or advantage, or providing confidential information to persons not authorized by the Department.

**EXHIBIT E  
(Standard Agreement)**

**D. Contractor Evaluation**

Contractor is hereby notified that the State will evaluate Contractor's performance for compliance with the terms of this Agreement within 60 days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," Std. Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California State Department of General Services, Office of Legal Services, within five working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within 15 days after its completion.

**E. Confidentiality Requirements**

Contractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

**F. Substitution of Subcontractor**

Contractor may not substitute any subcontractor without advance written consent of CDSS.

**G. Intellectual Property Rights**

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor and subcontractors pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this agreement, shall upon delivery and acceptance by CDSS, become the exclusive property of CDSS.
2. CDSS grants to Contractor a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.
3. This agreement does not preclude the Contractor and subcontractors from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this agreement. All preexisting intellectual property, copyright, trademarks and products of the Contractor shall continue to be the property of the Contractor.

**The California Department of Social Services  
Confidentiality and Information Security Requirements**

**Contractor/Entity - v 2017 10**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as "Contractor") is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor's Agreement (the "Agreement") with the California Department of Social Services (hereinafter "CDSS") in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as "CDSS CSP") in compliance with state and federal statutes, rules and regulations.

- I. **Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS and shall prevail over any such conflicting terms or conditions.
- II. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.) regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each lower tier transaction to its agents, contractors, subcontractors, or independent consultants, etc.
- III. **Confidentiality of Information.**
  - a. **DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.
    - i. "Confidential Information" is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
    - ii. "Sensitive Information" is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS' fiscal resources and operations).
    - iii. "Personal Information" is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver's license, home/ mailing address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

- iv. "Breach" is
  1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
  2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
  1. an attempted breach;
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDSS CSP, in violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDSS CSP.
- b. CDSS CSP by the CDSS which may become available to the Contractor as a result of the implementation of the Agreement shall be protected by the Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
  - California Welfare and Institutions Code section 10850
  - Information Practices Act - California Civil Code section 1798 et seq.
  - Public Records Act - California Government Code section 6250 et seq.
  - California Penal Code Section 502, 11140-11144, 13301-13303
  - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
  - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
  - i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
  - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
  - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
  - iv. independently developed by Contractor without reference to the CDSS CSP.

#### IV. Contractor Responsibilities.

- a. **Training.** The Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
  - i. The confidential nature of the information;
  - ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
  - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
  - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and the Contractor and may be subject to penalties, both civil and criminal.
- b. **Use Restrictions.** The Contractor shall take the appropriate steps to ensure that their employees, agents, contractors, subcontractors, and independent consultants will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement.
- c. **Disclosure of CDSS CSP.** The Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes of providing the requested services to CDSS and meeting its obligations under the Agreement. Contractor is permitted to disclose individually identifiable CDSS CSP with the consent of the individual to its service providers, its vendors, and its partners for the purposes of Contractor providing services to CDSS or otherwise to meet Contractor's obligations under the Agreement. For CDSS CSP, Contractor must provide CDSS Program Manager and CDSS Information Security Office with a list of Contractor authorized service providers and ensure they are bound by obligations sufficient to protect CDSS CSP in accordance with this Agreement.
- d. **Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. **Information Security Officer.** The Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.
- f. **Requests for CDSS CSP by Third Parties.** The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Contractor and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.



- g. Documentation of Disclosures for Requests for Accounting.** Contractor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- h. Return or Destruction of CDSS CSP on Expiration or Termination.** Upon expiration or termination of the Agreement between Contractor and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, Contractor shall return or destroy the CDSS CSP. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Contractor in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.
- i. Retention Required by Law.** If required by state or federal law, Contractor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.
- j. Obligations Continue Until Return or Destruction.** Contractor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Contractor returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Contractor and CDSS, Contractor shall not further use or disclose the CDSS CSP except as required by state or federal law.
- k. Notification of Election to Destroy CDSS CSP.** If Contractor elects to destroy the CDSS CSP, Contractor shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.
- l. Background Check.** Before a member of the Contractor's workforce may access CDSS CSP, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.
- m. Confidentiality Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

**i. General Security Controls**

- 1. Confidentiality Acknowledgement.** By executing this Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, Contractor acknowledges that the information resources maintained by CDSS and provided to Contractor may be confidential, sensitive, and/or personal. CDSS CSP information is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.
- 2. Workstation/Laptop Encryption.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.
- 3. Data Encryption.** Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.
- 4. Server Security.** Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- 5. Minimum Necessary.** Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.
- 6. Removable Media Devices.** All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
- 7. Antivirus Software.** All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- 8. Patch Management.** To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

**9. User IDs and Password Controls.** All users must be issued a unique user name for accessing CDSS CSP. Contractor's password policy must be based on information security best practices for password length, complexity, and reuse.

**10. Data Destruction.** Upon termination of the Agreement, all CDSS CSP must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the CDSS Information Security Office.

**ii. System Security Controls**

- 1. System Timeout.** The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity.
- 2. Warning Banners.** All systems containing CDSS CSP must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- 3. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
- 4. Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- 5. Transmission Encryption.** All data transmissions of CDSS CSP by the Contractor outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.
- 6. Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

- e. **Updates on Investigation.** The Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until they are no longer needed, as mutually agreed upon between the Contractor and the CDSS Information Security and Privacy Officer.
- f. **Written Report.** The Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach. To the extent Contractor has such information, the report shall include but not be limited to the following:
- i. Contractor point of contact information;
  - ii. Description of what happened, including the date of the Information Security Incident and/or Breach and the date of the discovery of the Information Security Incident and/or Breach, if known;
  - iii. Description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
  - iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
  - v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
  - vi. A description of the probable causes of the improper use or disclosure;
  - vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
  - viii. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach.
- g. **Cost of Investigation and Remediation.** Per SAM Section 5305.8, the Contractor shall be responsible for all costs incurred by CDSS due to Information Security Incidents and/or Breaches resulting from the Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

### iii. Audit Controls

1. **System Security Review.** All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
2. **Log Reviews.** All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.
3. **Change Control.** All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### iv. Business Continuity / Disaster Recovery Controls

1. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
2. **Data Backup Plan.** Contractor must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

### v. Paper Document Controls

1. **Supervision of Information.** CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. **Escorting Visitors.** Visitors to areas where the CDSS CSP are contained shall be escorted and CDSS CSP shall be kept out of sight while visitors are in the area.
3. **Confidential Destruction.** CDSS CSP must be disposed of through confidential means, such as cross cut shredding and/or pulverizing.
4. **Removal of Information.** CDSS CSP must not be removed from the premises of the Contractor except for identified routine business purposes or with express written permission of CDSS.

5. **Faxing.** CDSS CSP that must be transmitted by fax shall require that the Contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the Contractor's fax number changes, and maintains fax machines in a secure area.
6. **Mailing.** Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

#### V. Information Security Incidents and/or Breaches

- a. **Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Incident Management.
- b. **Discovery and Notification of Information Security Incidents and/or Breaches.** The Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within one (1) business day by telephone call and email upon the discovery of the Information Security Incident and/or Breach affecting the security of CDSS CSP if the CDSS CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the CDSS CSP is in violation of this Agreement, this provision, or applicable law. The Contractor shall take:
  - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
  - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- c. **Isolation of System or Device.** A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within one (1) business day of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.
- d. **Investigation of Information Security Incidents and/or Breaches.** The Contractor shall promptly investigate Information Security Incidents and/or Breaches. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and the Contractor shall cooperate fully in such investigations.

- VI. Contact Information.** To direct communications to the above referenced CDSS staff, the Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

<b>CDSS Program Contract Manager</b>	<b>CDSS Information Security &amp; Privacy Officer</b>
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814  Email: iso@dss.ca.gov Telephone: (916) 651-5558

- VII. Audits and Inspections.** CDSS may inspect and/or monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit.
- VIII. Amendment.** The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.
- IX. Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- X. Termination.** An Information Security Incident and/or Breach by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

Agreement 17-3208  
CDSS/Denise A. Goodman, PhD

Exhibit E – Attachment 1  
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**XI. CDSS Confidentiality and Security Compliance Statement**

**CALIFORNIA DEPARTMENT of SOCIAL SERVICES  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2017 10**

Information resources maintained by the California Department of Social Services (CDSS) and provided to Contractor may be confidential, sensitive, and/or personal. Confidential, Sensitive, and/or Personal (CSP) information is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but is not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Contract.

Project Representative

Name (Printed): DENISE A. GOODMAN, PhD  
Title: CONSULTANT  
Business Name: DENISE A. GOODMAN, PhD  
Email Address: dagphd@aol.com  
Phone: 614.395.8321  
Signature: Denise A. Goodman PhD  
Date Signed: 2-19-18

Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_