

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



ITEM: 3.22
(ID # 14212)

MEETING DATE:

Tuesday, February 09, 2021

FROM: PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Three-Year Standard Agreement No. 75334076 with the California Health and Human Services Agency, Office of Systems Integration, for a County employee to provide County Subject Matter Expertise Work related to the Child Welfare Services - California Automated Response and Engagement System (CWS-CARES) Project, and Adopt Resolution No. 2021-015. [District: All]; [Total Revenue \$450,687; up to \$67,603 in additional compensation - 100% State funding]; (4/5 vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Standard Agreement No. 75334076 with the California Health and Human Services Agency, Office of Systems Integration, for a County employee to provide County Subject Matter Expertise Work related to the Child Welfare Services – California Automated Response and Engagement System (CWS-CARES) Project, for a total aggregate amount not to exceed \$450,687 for three years through December 31, 2023.
2. Adopt Resolution No. 2021-015 Authorizing the Director of the Department of Public Social Services, or designee, to execute Standard Agreement No. 75334076 with the California Health and Human Services Agency, Office of Systems Integration.

Continued on Page 2

ACTION:


Sayari Baldwin, DPSS Director 2/2/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 9, 2021
xc: DPSS

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of the Department of Public Social Services, or designee, to sign amendments that exercise the options of the agreement including modifications to the compensation provisions that do not exceed the sum total of \$67,603 of the total aggregate amount of the agreement, as approved as to form by County Counsel; and sign any required documents necessary to receive and administer the funds under Standard Agreement No. 75334076.

Continued on Page 3

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$73,605	\$148,958	\$450,687	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	No
			For Fiscal Year:	20/21 – 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

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

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

Impact on Residents and Businesses

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

Additional Fiscal Information

This is 100% state funded. Base salary is subject to 3-5% annual increases. Below is a breakdown of the budget:

	FY20/21	FY21/22	FY22/23	FY23/24	TOTAL
Base Salary	\$47,018	\$95,153	\$97,149	\$48,574	\$287,894
Benefits	\$26,587	\$53,805	\$54,934	\$27,467	\$162,793

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

Totals	\$73,605	\$148,958	\$152,083	\$76,041	\$450,687
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ATTACHMENT

- A. Resolution No. 2021-015
- B. Std. 213 Agreement No. 753340766
- C. State of California Standard Agreement No. 75334076 SOW
- D. General Terms and Conditions (GTC 04/2017)
- E. Contractor Certification Clauses (CCC 04/2017)

2
3 RESOLUTION NO. 2021-015

4
5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
6 AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC SOCIAL
7 SERVICES, OR DESIGNEE, TO EXECUTE THE STANDARD AGREEMENT, AND ANY
8 ASSOCIATED AMENDMENTS AND REQUIRED DOCUMENTS, WITH THE CALIFORNIA
9 HEALTH AND HUMAN SERVICES AGENCY, OFFICE OF SYSTEMS INTEGRATION

FORM APPROVED COUNTY COUNSEL
BY: LISA SANCHEZ DATE 1/21/2021

10
11 WHEREAS, upon proper motion and approval of the Board of Supervisors, the Director of
12 the Department of Public Social Services, or designee, for the County of Riverside will have been authorized
13 to sign agreements or amendments on behalf of the County of Riverside, Department of Public Social
14 Services;

15 WHEREAS, the California Health and Human Services Agency, Office of Systems
16 Integration desires to contract with the County of Riverside and its Department of Public Social Services
17 for a Child Welfare Services – California Automated Response and Engagement System (CWS-CARES)
18 Project Subject Matter Expert, Agreement Number 75334076;

19 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
20 Board of Supervisors of the County of Riverside assembled in regular session on February 9, 2021, as
21 follows:

- 22 1. The Board hereby finds and declares that the above recitals are true and correct.
23 2. The Board hereby authorizes and designates the Director of the Department of Public Social
24 Services, or designee, to execute Agreement Number 75334076 with the California Health
25 and Human Services Agency, Office of Systems Integration, and any associated
26 amendments, and required documents pertaining thereto.
27
28

2 **RESOLUTION 2021-015**

3 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**
4 **RIVERSIDE AUTHORIZING THE DIRECTOR OF THE DEPARTMENT OF PUBLIC**
5 **SOCIAL SERVICES, OR DESIGNEE, TO EXECUTE THE STANDARD AGREEMENT,**
6 **AND ANY ASSOCIATED AMENDMENTS AND REQUIRED DOCUMENTS, WITH THE**
7 **CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY, OFFICE OF SYSTEMS**
8 **INTEGRATION.**

9 ADOPTED by Riverside County Board of Supervisors on February 9, 2021.

10 **ROLL CALL:**

11 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
12 Nays: None
13 Absent: None

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

16 KECIA R. HARPER, Clerk of said Board

17 By: 
18 Deputy

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

75334076

PURCHASING AUTHORITY NUMBER (If Applicable)

HHSA-4000

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

CONTRACTING AGENCY NAME

California Health and Human Services Agency, Office of Systems Integration

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

January 1, 2021, or the date the agreement is approved by the Department of General Services, whichever is later

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

\$ 450,687.00 (Four Hundred Fifty Thousand, Six Hundred Eighty-Seven Dollars and Zero Cents.)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Special Provisions	1
+ - Exhibit E	Attachment 1- State's Confidentiality and Security Requirements	3
+ - Exhibit E	Attachment 2- Information Security Acknowledgment for Affiliates	1
+ - Exhibit F	Contractor Resume	3

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4060 County Circle Drive

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

Sayori Baldwin

TITLE

DPSS Director

CONTRACTOR AUTHORIZED SIGNATURE

Sayori Baldwin

DATE SIGNED

1/25/2021

12E5839E39E2485

FORM APPROVED COUNTY COUNSEL

BY:

LISA SANCHEZ

DATE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

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CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4060 County Circle Drive

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

Sayori Baldwin

TITLE

DPSS Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

1/25/2021

12E5839E39E24B5

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

75334076

PURCHASING AUTHORITY NUMBER (If Applicable)

HHSA-4000

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Health and Human Services Agency, Office of Systems Integration

CONTRACTING AGENCY ADDRESS

2495 Natomas Park Drive, Suite 515

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Stacey Duvane

TITLE

Assistant Procurement Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Stacey Duvane

DATE SIGNED

1/25/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit A – Scope of Work
Page 1 of 6

EXHIBIT A SCOPE OF WORK

1. GENERAL

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

2. TERM

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

3. COST

The total cost of this Agreement shall not exceed \$450,687.00. Cost details are located in Exhibit B – Budget Detail and Payment Provisions.

4. WORK LOCATION AND HOURS OF SERVICES

The Contractor is required to perform all services under this Agreement at the Child Welfare Services – California Automated Response and Engagement System (CWS-CARES) Project office located at 2870 Gateway Oaks Dr., Sacramento, CA 95833 and County of Riverside located at 23119 Cottonwood Ave., Moreno Valley, CA 92553 as agreed upon by the Parties. The County Employee, defined as the individual providing Subject Matter Expert services hereunder, and this term should not be used interchangeably with Contractor, may telework from their home office or other locations, as approved by the State. The County Employee may also work at other project sites, State offices, or meeting locations during the term of this Agreement within the greater Sacramento area. Duties may require the County Employee to travel occasionally to other locations throughout the State as directed by the State Project Administration Director or its designee.

With the exception of state and county holidays, the contracted services shall be provided during normal, state business days between the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, unless otherwise authorized in writing by the State Project Administration Director or its designee.

5. SCOPE OF RESPONSIBILITIES

Under the general direction of the State Project Administration Director or its designee, the County Employee shall perform county subject matter expertise work related to the CWS-CARES. The County Employee shall provide the following services:

Task 1 – Task Management	
1.1	<p>Monthly Status Report</p> <p>Prepare and submit Monthly Status Reports (MSRs) using the template provided by the State. The MSRs shall include the following:</p> <ul style="list-style-type: none"> • Activity Summary; • Identification of planned, in progress, and completed activities; • Identification of any unplanned activities; • Identification of activities scheduled in the coming month; • Identification of deliverable status; • Identification of any concerns and/or issues; and • Financial summary, including costs expended to date and explanation of any variances. <p>(Due: Monthly, by the fifth business day of each month)</p>
1.2	<p>Final Report</p> <p>Prepare and submit a Final Report using the template provided by the State documenting Agreement results. The Final Report shall include the following:</p> <ul style="list-style-type: none"> • Summary of all Statement of Work activities; • Deliverables; • Milestone accomplishments; • Lessons learned; and • Actual contract expenditures versus planned expenditures. <p>(Due: As requested by the State)</p>
Task 2 – Communication Management	
2.1	Identify communication needs for the implementation team for the CWS-CARES development, policy, operations, and all impacted stakeholders.
2.2	Coordinate and facilitate county staff involvement in implementation-related activities.
2.3	Attend meetings as approved by Child Welfare Digital Services (CWDS) management, which may include county meetings, regional meetings, and County Welfare Directors Association (CWDA) meetings, to provide input and status on decisions and resolutions to issues.
2.4	Provide content to update the CWDS website and other electronic tools.
2.5	Meet with stakeholders, staff, end users, and other appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program and technical policy and regulation, and procedure development.
2.6	Prepare and deliver presentations for various CWDS stakeholders as needed or requested by CWDS management.
2.7	Assist in developing All County Letters and Informational Notices, and provide suggested changes to program descriptions, needs, or outcomes.
2.8	Review and provide comment on all solution training materials developed by other vendors.
2.9	Identify risks and issues that arise during the design, development, and implementation of the CWS-CARES.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit A – Scope of Work
Page 3 of 6

2.10	Travel as necessary to attend meetings, obtain training, assist in the implementation of the CWS-CARES, and other project activities, as approved by CWDS management.
Task 3 – Child Welfare Services Technical Expertise Services	
3.1	Analyze legislation, regulations, and county decisions on the impact to the CWS-CARES implementation.
3.2	Provide input on gaps and needs within the implementation of the CWS-CARES and provide recommendations to CWDS management on programmatic problems or issues as they arise.
3.3	Assist with research, analysis and development of solutions for highly complex business or technical issues or problems identified during the development and implementation of the CWS-CARES.
3.4	Act in the capacity of a SME to ensure the development and implementation of the CWS-CARES incorporates county business practice, processes and procedures.
3.5	Recommend new or amended processes and methods as a result of emerging technologies to achieve end user satisfaction.
3.6	Assist in developing or revising project documentation related to solution development and implementation activities with an emphasis on program descriptions, needs, or outcomes.
3.7	Ensure the development and implementation of the CWS-CARES meets county program, fiscal, technical, and business needs.
Task 4 – Procurement Support Services	
4.1	Participate in developing, reviewing, and revising procurement related documentation required by the implementation team.
4.2	Conduct impact analyses on proposed requirement changes.
4.3	Participate in developing and reviewing revisions to the Product Blueprint, Product Roadmap, user stories, business and technical requirements, business process workflows, and associated procurement artifacts to ensure they remain in alignment with current policy and legislation.
4.4	Develop responses to vendor questions to clarify business or technical requirements.
4.5	Provide support during assessment of vendor offers.
Task 5 – CWS-CARES Development and Implementation Support Services	
5.1	Participate as a SME throughout the CWS-CARES Service Delivery Life Cycle (i.e., Context Setting, Prioritization, Discovery, Prototyping, Iterative Build, Deployment to Sandbox, and Deployment to Production).
5.2	Participate in project planning activities including all CWS-CARES Service Delivery Life Cycle Phases, sprint planning, sprint retrospective, and related efforts for the development and implementation teams.
5.3	Collaborate with all project state and vendor resources to develop a clear understanding and empathy for end users, answer questions about the service, analyze existing research, and conduct additional research, as required.
5.4	Interpret user insight and performance data to assist in all CWS-CARES Service Delivery Life Cycle Phases.

5.5	Assess Work Order Authorizations (WOAs) and deliverables to ensure they meet blueprinting requirements for specified testable increments, CWDS Playbook standards, are consistent with the Product Roadmap, and meet all stakeholder training and implementation requirements.
5.6	Act in the capacity of a SME utilizing user-centered design principles to identify business intelligence impacts, analytics, quality assurance methods, and reports to be produced by the CWS-CARES.
5.7	Participate in testing activities related to the CWS-CARES Service Delivery Life Cycle and respond to any questions or concerns, as required. Activities include, but are not limited to: <ul style="list-style-type: none"> o Collaborating with quality assurance engineers to develop test plans; o Executing test cases (manual or automated) and analyzing results; o Documenting testing phases and defects; o Reporting defects and errors; o Assisting in issue resolution; and o Participating in post-release/post-implementation testing.
5.8	Clarify and articulate the diverse requirements of end users to support the effective delivery of the CWS-CARES.
5.9	Identify changes that quickly transform the flexibility, responsiveness, and quality of the CWS-CARES allowing CWDS management to make quick, confident decisions at a strategic level.
5.10	Act as an advocate for the transformation of services, promoting progress, and publicizing learning.
5.11	Gather and report detailed performance data against key performance indicators to generate actionable improvements to the quality of services offered by the CWS-CARES.
5.12	Analyze data from various sources and recognize when to bring in experts/researchers to validate or add to available information.
5.13	Participate in the CWS-CARES implementation by preparing end users for the transition from the Child Welfare Services/Case Management System to the CWS-CARES.
5.14	Assist in state and federal compliance review(s).
Task 6 – Unanticipated Tasks	
6.1	Perform as-needed tasks and services, such as ad hoc issue papers, briefings, presentations, analysis, etc.

6. DOCUMENTS

A. Document Format

- 1) All documents shall be provided in a format compatible with the OSI Project Office standard applications (currently, Microsoft Office 2016). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the OSI Information Technology Office (ITO) and Information Security Office (ISO).
- 2) The delivery media shall be compatible with the State storage devices.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit A – Scope of Work
Page 5 of 6

- 3) If the State does not accept the work product(s) or services in the executed Agreement, payment for the work product(s)/services shall be withheld by the State, and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each work product/service before payment is made.

B. Media and Number of Copies

One (1) electronic copy of the deliverable is to be submitted to:
cwdsdeliverables@osi.ca.gov.

7. CONTACTS

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

Contractor – Contract Manager:	
Name, Title:	Tracy Chappell, Contracts and Grants Analyst
Address:	10281 Kidd Street, Riverside, CA 92503
Telephone Number:	(951) 358-5870
Email Address:	trchappe@rivco.org

State – Contract Manager:	
Name, Title:	Jessie Buan, Contract Manager and Procurement Chief
Address:	2870 Gateway Oaks Drive, Suite 230, Sacramento, CA 95833
Telephone Number:	(916) 842-1912
Email Address:	Jessie.Buan@osi.ca.gov ; cc: CWDSContracts@osi.ca.gov

8. SUBSTITUTE PERSONNEL

- A. In the event that the Contractor's assigned personnel is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
- B. To add or substitute Contractor personnel, the Contractor shall submit an Onboarding Contractor Staff Request Form (form to be provided by the State) and the résumé of a suitable replacement to the State. The additional or substitute personnel shall meet all the requirements set forth in this Agreement and must be approved by the State in writing prior to starting work. The State will provide a written disposition of the request within ten (10) State business days after receipt of these documents. The State reserves the right to interview all proposed additional or substitute personnel prior to its issuance of consent. The Contractor shall not add or substitute personnel without the prior written consent of the State, which consent shall not be unreasonably withheld.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit A – Scope of Work
Page 6 of 6

- C. Additional or substitute personnel shall not automatically receive the compensation of the individual or positions being replaced. The State and the Contractor shall negotiate the compensation of any additional or substitute personnel to the Agreement. The compensation negotiated shall be dependent, in part, upon the experience and individual skills of the proposed additional or substitute personnel. The negotiated compensation shall not exceed the compensation for that position as set forth in the Agreement.
- D. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076

Exhibit B – Budget Detail and Payment Provisions
Page 1 of 3

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. The amounts listed below by State Fiscal Year (SFY) are estimates and may be adjusted by the mutual agreement of the Parties using an amended Agreement Summary Form, STD 215 without an amendment to the Agreement, so long as the total dollar amount of the Agreement is not exceeded.

	SFY20/21	SFY21/22	SFY22/23	SFY23/24	TOTAL
Time Span in Months	Jan. 2021 – June 2021	July 2021 – June 2022	July 2022 – June 2023	July 2023 – Dec. 2023	
Number of Months	6	12	12	6	36
Salary (subject to 3-5% change based on negotiation of future MOUs)	\$47,018.00	\$95,153.00	\$97,149.00	\$48,574.00	\$287,894.00
Benefits	\$26,587.00	\$53,805.00	\$54,934.00	\$27,467.00	\$162,793.00
Totals	\$73,606.00	\$148,958.00	\$152,082.00	\$76,041.00	\$450,687.00
TOTAL COST¹					\$450,687.00

- B. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred according to Section 1(A) above.
- C. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- D. Invoices shall be submitted quarterly, in arrears, not later than thirty (30) days after the end of the billing period. Invoices must include the following:
- 1) Invoice with the Agreement number;
 - 2) A certification statement that is signed by a company official, attesting to the accuracy of the invoice data and includes that company official's phone number and email address; and
 - 3) Copies of signed timesheet(s) or other documentation supporting that the State has provided approval for the items invoiced.
- E. Invoices may be submitted electronically via email or by mail.

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

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076

Exhibit B – Budget Detail and Payment Provisions
Page 2 of 3

- 1) Invoices submitted electronically shall be emailed to: AccountsPayable@osi.ca.gov. Electronic submissions must:
 - a) Be submitted individually. The OSI will not accept multiple invoices submitted in a single email.
 - b) Contain the following in the Subject line:
 - (i) Company Name
 - (ii) Agreement Number
 - (iii) Invoice Number
 - c) Be in PDF format and include all of the supporting documentation as required in this Agreement.
- 2) Invoices submitted by mail shall be sent directly to the following address. Hard copies must be submitted in triplicate and include all of the supporting documentation as required in this Agreement.

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

- F. The State will allow for travel costs, which includes reimbursement for the County Employee's travel, per diem, lodging, etc. The travel costs shall not exceed the State rates current at the time of order placement and shall be made in accordance with the provisions established in the California Department of Human Resources (CalHR) Human Resources Manual (e.g., section 2203) and any applicable CalHR travel regulations (Cal. Code Regs., tit. 2, § 599.615 et seq.), as applied to excluded employees and limited to actual costs incurred. The State shall approve all travel in advance. All State approved travel costs resulting from fulfilling the terms of this Agreement shall be reimbursed directly to the County Employee from the State. Reimbursement for travel-related costs shall be made upon approval of a Travel Expense Claim (TEC) with receipts substantiating travel costs. TECs shall be submitted not more frequently than once per month in arrears and no less than monthly in arrears. The State shall not bear any responsibility for any tax liabilities on reportable and taxable travel expenditure reimbursements to the Contractor or County Employee.

2. BUDGET CONTINGENCY

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076

Exhibit B – Budget Detail and Payment Provisions
Page 3 of 3

liability occurring to the State, or offer an agreement to the Contractor to reflect a reduction in the amount.

3. CONTRACT WITH FEDERAL FUNDS

- A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitation, or conditions enacted by the Congress or any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement to the Contractor to reflect a reduction in the amount.

4. 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.

5. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked "Final Invoice" shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State's written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor's corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Section 5(A) above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit D – Special Terms and Conditions
Page 1 of 4

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. PERFORMANCE COMMENCEMENT

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

2. TERMINATION WITHOUT CAUSE

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

3. AMENDMENTS

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

4. DEBARMENT AND SUSPENSION

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

5. CERTIFICATION REGARDING LOBBYING

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

6. OFFICE OF MANAGEMENT AND BUDGET AUDIT

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

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit D – Special Terms and Conditions
Page 2 of 4

7. SETTLEMENT OF DISPUTES

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

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

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

The decision of the Director or its designee shall be final.

8. ENTIRE AGREEMENT

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

9. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

- A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:
- “(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit D – Special Terms and Conditions
Page 3 of 4

compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b)."

- B. Any employment or other arrangement for compensated services by the County Employee with an OSI contractor during the County Employee's assignment to the State, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.
- C. The County Employee shall not engage in employment or services described in the preceding paragraph while performing work under this Agreement.
- D. All County Employees who provide services pursuant to this Agreement shall complete an Assuming Office Statement of Economic Interests, Form 700 within thirty (30) days of commencing any work for the OSI. The County Employee shall thereafter file a Form 700 on an annual basis and shall also file a Leaving Office Form 700 within thirty (30) days of ceasing to perform any work for the OSI. In addition, upon beginning work for the OSI and every two (2) years thereafter, each County Employee shall complete the State's online Ethics Training Course, as maintained by the California Office of the Attorney General, and submit the certificate of completion to the OSI Filing Officer.

10. STATE POLICIES

The County Employee shall review OSI policies concerning the OSI workplace and provide to the State Contract Manager a signed acknowledgment form agreeing to abide by the policies prior to performing any work under this Agreement. The policies and forms will be provided by the State.

11. EQUIPMENT

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

12. RIGHTS TO COMPETE IN EXAMS

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

13. COUNTY EMPLOYEE LEAVE REPORTING

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

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit D – Special Terms and Conditions
Page 4 of 4

14. WORK RULES

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

15. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit E – Special Provisions
Page 1 of 1

EXHIBIT E
SPECIAL PROVISIONS

1. CONFIDENTIALITY

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

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit E – Attachment 1, State's Confidentiality and
Security Requirements
Page 1 of 3

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

1. CONFIDENTIALITY OF DATA

- A. Definitions – Confidential and Sensitive Information are defined as follows:
- 1) Confidential Information is information which identifies an individual (i.e., name, social security number, home/mailling address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
 - 2) Sensitive Information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive Information is information in which the disclosure would jeopardize the integrity of the State (i.e., State's fiscal resources and operations).
- B. All financial, statistical, personal, technical, and other information relating to State operations that are designated Confidential or Sensitive Information by the State and that may become available to the Contractor as a result of the implementation of this Agreement ("State Data") shall be protected by the Contractor from unauthorized access, use, and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The Contractor certifies that it will hold in the strictest confidence and will not copy, disclose or give access to State Data to any person or entity. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties. Contractor understands that this obligation to maintain confidentiality and restrictions on the access, use, and disclosure of State Data shall remain in perpetuity.
- C. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (Penal Code sections 11140-11144 and 13301-13304, and Civil Code section 1798 et seq., and Welfare and Institutions Code section 10850 et seq., provide for civil and criminal actions for unauthorized disclosure of information from confidential records.)
- D. The Contractor shall:

Office of Systems Integration
 County Subject Matter Expert

County of Riverside
 Agreement 75334076

Exhibit E – Attachment 1, State’s Confidentiality and
 Security Requirements
 Page 2 of 3

- 1) Instruct all subject matter consultants with access to Confidential and Sensitive Information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in Civil Code section 1798.55 and Penal Code section 502.
- 2) Ensure that their subject matter consultants will not intentionally seek out, read, use, or disclose Confidential or Sensitive Information.
- 3) Not disclose any personally identifiable information to any person.
- 4) Require that all Contractor’s subject matter consultants with access to Confidential Information sign the State Confidentiality Agreement in Exhibit E – Attachment 1, Section 2.
- 5) Cooperate in any investigations of information security incidents.
- 6) Immediately notify the State within twenty-four (24) hours of initial detection of any unauthorized access, use, and disclosure of State information. Notification shall be reported by telephone or email to:

OSI State Contract Manager	OSI Privacy Officer	OSI Information Security Officer
See the Agreement for State Contract Manager information	Privacy Officer c/o OSI Legal Division Office of Systems Integration 2495 Natomas Park Drive, Suite 515 Sacramento, CA 95833 Email: privacy@osi.ca.gov Telephone: (916) 263-0744	Information Security Officer OSI Information Security Office Office of Systems Integration 2525 Natomas Park Drive, Suite 370 Sacramento, CA 95833 Email: infosecurity@osi.ca.gov Telephone: (916) 263-4052 or (916) 825-9213

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit E – Attachment 1, State’s Confidentiality and
Security Requirements
Page 3 of 3

2. CONFIDENTIALITY AGREEMENT

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

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

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

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

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit E – Attachment 2, Information Security
Acknowledgement for Affiliates
Page 1 of 1

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

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates

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

See page two for additional instructions.

1. Affiliate Information

Full Name _____

Affiliation/Contract Number _____

Employer _____

2. State Project Representative Information

Division _____

Branch _____

Bureau _____

Full Name _____

Position title _____

3. New Affiliates' Acknowledgements

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

4. All Affiliates' Acknowledgements

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

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

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

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

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

5. Signature

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

Affiliate Signature	Date
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Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit F – Contractor Resume
Page 1 of 3

**EXHIBIT F
CONTRACTOR RESUME**

Rosa Fernandez-Garcia

Professional Summary

Highly skilled career professional with more than 20 years practical experience in non-profit sector, private sector and government sector.

Established in child welfare services, including risk and safety assessments in difficult diagnosis and intensive treatment services, counseling, parent education, development of case plans, documentation of services, ability to establish rapport with difficult clients, control personal bias and apply social work ethics.

Efficient and effective in all positions held within Child Welfare. Organized and effective in product management and directing the work of a unit.

Computer skilled, effective case and time management. Proficient in all documentation/record maintenance/paperwork to ensure accuracy and client confidentiality. Proficient in CWS/CMS, SDM, Safe measures, Excel and WORD.

Leadership role as a mentor, supervising program specialist, and children’s social services supervisor. Previous supervisory experience in non-profit and private sectors.

Within all of my assignments within Riverside County Department of Public Social Services- Children’s Services Division I have participated in workgroups and county test workshops pertaining to CWS/CMS.

EXPERIENCE

Social Service Supervisor II 2014-present
Riverside County Department of Public Social Services

Manage a unit of professionally trained social workers. Plan, organize and direct the work produced. Ensure that work is timely and of high quality, within the guidelines of Policy. Organize and interpret data pertinent to caseload management. Evaluate the effectiveness of efforts in solving problems. Interpret programs and effectively apply casework knowledge and skills. Organized and maintained cooperative relationships with community groups and resource agencies. Effectively trained staff in casework methods and techniques. Input and retrieve data from computerized systems, such as CWS/CMS and Safe measures.

Manage case assignments for the Extended Foster Care Units, and chair Con-Current Planning Reviews for current region. Facilitate Interagency Screenings with Department of Behavioral Health and Probation. Represent current region as a guest presenter for induction classes. Represented current region in CS Consistency. Actively participated in Office of Information Systems Management (OISM) System Change Requests groups; providing feedback on proposed system changes and impact to the social worker. Some of the OISM groups I participated in, include SCR 8600 and SPRINT 3 Demonstration for R8.5. Represent the County of Riverside in CWDA subcommittee for Extended Foster Care.

Supervising Program Specialist 2014
Riverside County Department of Public Social Services

Coordinated a unit of program specialist in researching, analyzing and developing policy for Children’s Services Division. Managed special projects from the Assistant Director as assigned. Participated in the analysis of current and proposed State and Federal legislation as it affects department programs. Interpret and evaluate the impacts of State and Federal

Office of Systems Integration
County Subject Matter Expert

County of Riverside
Agreement 75334076
Exhibit F – Contractor Resume
Page 2 of 3

legislation and apply to current policy development. Applied departmental policies, practices and procedures while maintaining an effective line of communication and working relationship with Subject Matter Experts throughout the organization. Managed the workflow of policy development. Provided feedback to California Department of Social Services on All County Letters and All County Information Notices and proposed bills. Worked with the Court, County Counsel, deputy directors in updating court recommendations. Represented Riverside County at Office of Information Systems Management SCRUGS phone calls and county test workshops. Participated in workgroups regarding the proposed new CWS system in developing the layout, imaging and interfaces of the new CWS system.

Program Specialist

2011-2014

Riverside County Department of Public Social Services

Analyzed new and revised legislation which governs social services programs to determine the impact upon operations. Developed and reviewed departmental policies and procedures to ensure compliance with State and Federal legislation, regulations and directives. Composed, organized and revised departmental policy and procedure manual. Participated and worked with Subject Matter Experts in program changes, and policy development. Reviewed and provided feedback on AB 212 Extended Foster Care bill, All County Letters and All County Information Notices. Participated in workgroups in the planning and development of Extended Foster Care within Riverside County. Assisted in developing training on Extended Foster Care as a new program requirement. Developed court report templates for Extended Foster Care reports with the assistance of Information Technology and tested the effectiveness of the templates. Assisted in the development of Special Project Codes for Extended Foster Care. Represented Riverside County at State Automated Child Welfare Information Systems (SACWIS) phone calls and workgroups. Actively participated in County test workshops on System Change Requests. Supervised MSW interns.

Children's Social Service Worker V

2008-2011

Riverside County Department of Public Social Services

Mentor- Training Region

Responsible for development of various trainings for social worker skill development. Assisted in development of resources, forms utilized within training region. Provided consultation to and assisted in the professional development of less experienced social workers; also provided training to them. Provided field supervision to professional interns. Identified as a "super user" in SDM and CWS/CMS and provided support in these programs to social workers.

Lead Social Worker

2006-2008

San Bernardino Adult Day Health Care, San Bernardino, CA

Responsible for social workers in adult day health care setting. 80% of population in program diagnosed with mental health disorder. Developed group counseling, programs to meet patients needs, case plan development, discharge, assessments, crisis counseling. Coordinated Multi-Disciplinary Team meetings, and presented case dynamics. Networking with community providers and ongoing consultations with various service providers.

Children's Social Service Worker V

1995-2005

Riverside County Department of Public Social Services

Background in Emergency Response, School Site Social Worker in which I acted as a liaison for various schools and a preceptor for MSW students.

Background in Continuing Services in which I was acting supervisor for about one year, in-charge for my unit, and part of a training program for newly hired social workers.

Office of Systems Integration
 County Subject Matter Expert

County of Riverside
 Agreement 75334076
 Exhibit F – Contractor Resume
 Page 3 of 3

Participated in County Test Workshops from 1998 to 2001 with System Change Requests and working out bugs in CWS. Identified as a “super user” in CWS and provided support to other social workers in using CWS effectively.

Crisis Line/ Intern Coordinator 1994-1995
Alternative to Domestic Violence, Riverside, CA

Responsible for compiling statistics, training of new employees and interns on crisis line. Coordinating scheduling of interns/volunteers and providing in-service trainings. Complied new resources, and networking with various community programs.

EDUCATION

Master of Social Work 2000
Loma Linda University

Bachelor of Arts, Child Development and Psychology 1994
California State University, San Bernardino

Skills: Organized, compassionate, team player, excellent interviewing skills, active listener, ability to solve problems (mediator), good assessment skills, proficient technical knowledge of CWS/CMS, strong time and work management skills, diligent and responsible in working independently and efficient.

Additional comments

During my years of employment with Children’s Service Division, I pursued and earned my Master of Social Work Degree. I was nominated to the Who’s Who in professional development by Loma Linda University. I completed two years of internal internships with the Riverside County Children’s Assessment Team and Child Abuse and Neglect Team, completing forensic interviews with child victims, bio-psycho-social assessments with the pediatric and oncology units. Provided crisis intervention counseling, and assisted with various meetings, including CAPIT funding and grant reviews. Assisted with Child Abuse Prevention seminars, and developed a survey for the effectiveness of the Parent’s United Program. I was actively engaged in the development of the Extended Foster Care program, to include providing feedback on the proposed bills, State All County Letters, All County Information Notices, policy development, developed court templates, Court Report Writing Guides, training, managing and supervising a unit within this program. Since 1998, I have been engaged in County Test Workshops or workgroups as it pertains to CWS/CMS.

References on Request

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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