

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>75340242</b>	PURCHASING AUTHORITY NUMBER (If Applicable) <b>HHSA-4000</b>
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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

San Bernardino County

2. The term of this Agreement is:

START DATE

April 1, 2022 or the date the Agreement is approved by the Department of General Services, whichever is later

THROUGH END DATE

December 31, 2024

3. The maximum amount of this Agreement is:

\$540,926.00 (Five Hundred Forty Thousand Nine Hundred Twenty-Six 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	
+ - 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.)

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

150 South Lena Rd.

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Jeany Zepeda

TITLE

Children and Family Services Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 75340242	PURCHASING AUTHORITY NUMBER (If Applicable) HHSA-4000
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**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

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

## **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 San Bernardino County, 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 continue through December 31, 2024, or thirty-three (33) months, whichever is later. 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.

### **3. COST**

The total cost of this Agreement shall not exceed \$540,926.00. 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 San Bernardino County, as agreed upon by the Parties. The County Employee 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 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 Director or its designee.

In order to meet deadlines specified within the CWDS Master Project Schedule, it may be necessary for Contractor staff to adjust their working schedule to attend meetings and/or perform services.

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

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

The County Employee shall not work more than 180 hours per month without prior State written approval.

County Employee tasks shall be performed in accordance with the deadlines set forth in the CWDS Master Project Schedule, which is incorporated by reference herein and located in the Project's SharePoint site. Deadlines within the CWDS Master Project Schedule may be changed by the State, at its sole discretion, to meet the needs of the Project. The general and specific tasks listed in Section 5 may be further detailed and overseen in accordance with the Vendor Management Plan by the State Functional Manager, and progress is managed through Jira, the Project's designated project management tool, and the CWDS Master Project Schedule. These tools allow for visibility into task progression and completion through a variety of reporting capabilities.

The County Employee shall provide the following services:

<b>Task No.</b>	<b>Task Description</b>
<b>Task 1 – Task Management</b>	
1.1	Monthly Status Report Prepare and submit Monthly Status Reports (MSRs) using the template provided by the State. The MSRs shall include the following: <ul style="list-style-type: none"> <li>• Description of planned and unplanned activities in the reporting month;</li> <li>• Description of activities scheduled in the coming month;</li> <li>• Identification of any concerns and/or issues; and</li> <li>• Identification of detailed tasks from the SOW.</li> </ul> (Due: Monthly, by the fifth business day of each month)
1.2	Final Report Prepare and submit a Final Report using the template provided by the State documenting Agreement results. The Final Report shall include the following: <ul style="list-style-type: none"> <li>• Summary of all Statement of Work activities;</li> <li>• Deliverables;</li> <li>• Milestone accomplishments;</li> <li>• Lessons learned; and</li> <li>• Actual contract expenditures versus planned expenditures.</li> </ul> (Due: As requested by the State)
<b>Task 2 – Communication Management</b>	
2.1	Identify stakeholder communication needs regarding the CWS-CARES development, policy, and operations.
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

<b>Task No.</b>	<b>Task Description</b>
	problem identification and resolution, inclusion of program and technical policy and regulation, and procedure development.
2.6	Prepare and deliver presentations for 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.
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.
<b>Task 3 – Child Welfare Services Subject Matter Expertise Services</b>	
3.1	Analyze legislation, regulations, and county decisions for CWS-CARES impact.
3.2	Provide input on gaps and needs within the CWS-CARES Service Delivery Life Cycle and provide recommendations to address 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.
<b>Task 4 – Procurement Support Services</b>	
4.1	Participate in developing, reviewing, and revising procurement related documentation.
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.
<b>Task 5 – CWS-CARES Development and Implementation Support Services</b>	

<b>Task No.</b>	<b>Task Description</b>
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"> <li>o Collaborating with quality assurance engineers to develop test plans;</li> <li>o Executing test cases (manual or automated) and analyzing results;</li> <li>o Documenting testing phases and defects;</li> <li>o Reporting defects and errors;</li> <li>o Assisting in issue resolution; and</li> <li>o Participating in post-release/post-implementation testing.</li> </ul>
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).
<b>Task 6 - Additional Subject Matter Expertise Services</b>	

Task No.	Task Description
6.1	Act in the capacity of a SME and perform as-needed tasks related to the following specific service areas: <ul style="list-style-type: none"> <li>o Perform licensing related tasks as identified in the CWS-CARES Product Blueprint.</li> <li>o Perform building block refinement for Licensing, providing additional details, as required.</li> <li>o Perform licensing related tasks to provide additional details to existing service map areas, as required.</li> <li>o Attend core county meetings and participate in discussions as licensing SME.</li> </ul>
<b>Task 7 – Unanticipated Tasks</b>	
7.1	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.
- 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](mailto:cwdsdeliverables@osi.ca.gov).

**7. CONTACTS**

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

<b>Contractor – Contract Manager:</b>	
Department	Children and Family Services
Name, Title:	Adam Arentz, Administrative Supervisor II
Address:	150 South Lena Rd., San Bernardino CA 92415-0515
Telephone Number:	(909) 387-2821
Email Address:	<a href="mailto:Adam.Arentz@hss.sbcounty.gov">Adam.Arentz@hss.sbcounty.gov</a>

<b>State – Contract Manager:</b>	
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:	<a href="mailto:Jessie.Buan@osi.ca.gov">Jessie.Buan@osi.ca.gov</a> ; cc: <a href="mailto:CWDSContracts@osi.ca.gov">CWDSContracts@osi.ca.gov</a>

**8. SUBSTITUTE PERSONNEL**

- A. In the event that the Contractor's assigned personnel is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
- B. To 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.
- C. Additional or substitute personnel shall not automatically receive the compensation of the individual or positions being replaced. The State and the Contractor shall negotiate the compensation of any additional or substitute personnel to the Agreement. The compensation negotiated shall be dependent, in part, upon the experience and individual skills of the proposed additional or substitute personnel. The negotiated compensation shall not exceed the compensation for that position as set forth in the Agreement.
- D. If the addition or substitution of Contractor personnel does not increase the total cost of the Agreement, no amendment shall be required to make this change(s) to the Agreement.

**EXHIBIT B  
 BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

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

	<b>SFY 21/22</b> (3 months)	<b>SFY 22/23</b> (12 months)	<b>SFY 23/24</b> (12 months)	<b>SFY 24/25</b> (6 months)	<b>TOTAL</b> (33 months)
<b>Salary (subject to 3% change based on negotiation of future MOUs)</b>	\$ 21,793.50	\$ 89,789.22	\$ 92,482.90	\$ 47,628.69	<b>\$ 251,694.31</b>
<b>Benefits<sup>1</sup></b>	\$ 14,468.50	\$ 59,610.22	\$ 61,398.53	\$ 31,620.24	<b>\$ 167,097.49</b>
<b>Overhead</b>	\$ 7,977.64	\$ 32,867.88	\$ 33,853.91	\$ 17,434.77	<b>\$ 92,134.20</b>
<b>Travel</b>	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	<b>\$ 30,000.00</b>
<b>TOTAL COST</b>	<b>\$49,239.64</b>	<b>\$192,267.32</b>	<b>\$197,735.34</b>	<b>\$ 101,683.70</b>	<b>\$ 540,926.00</b>

- 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 monthly, 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) Invoices submitted electronically shall be emailed to: AccountsPayable@osi.ca.gov. Electronic submissions must:

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<sup>1</sup> Payment by the State to the Contractor for the reimbursement of the County Employee's benefits during the term of this Agreement, as specified in the Benefits 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.

- 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 515**  
**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 accrued by the County Employee from fulfilling the terms of this Agreement shall be reimbursed directly to the Contractor from the State. Reimbursement for travel-related costs shall be made upon approval of a Travel Expense Claim (TEC) with receipts substantiating travel costs, as required. A TEC shall also be submitted with substantiating receipts for any travel costs directly paid for by the State. TECs shall be submitted not more frequently than once per month in arrears and no less than quarterly 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 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.

**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.

## 7. SETTLEMENT OF DISPUTES

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

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

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

The decision of the Director or 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 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.

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

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

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

The County Employee shall retain their permanent position as a Children's Services Administrator I during the term of this Agreement. The period during which the County Employee renders services pursuant to this Agreement shall be credited by the Contractor to the County Employee for purposes of determining seniority, promotional status, retirement date and other employee benefits.

**17. 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.

**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).

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

**1. CONFIDENTIALITY OF DATA**

- A. Definitions – Confidential and Sensitive Information are defined as follows:
- 1) Confidential Information is information which identifies an individual (i.e., name, social security number, home/ mailing address, telephone number, etc.) and/or entity (i.e., employing unit, etc.) and/or information in the possession of the Department in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
  - 2) Sensitive Information is information maintained by the Department, which is not confidential by definition, but requires special precautions to protect it from unauthorized access (i.e., financial or operational information). Sensitive Information is information in which the disclosure would jeopardize the integrity of the State (i.e., State's fiscal resources and operations).
- B. All financial, statistical, personal, technical, and other information relating to State operations that are designated Confidential or Sensitive Information by the State and that may become available to the Contractor as a result of the implementation of this Agreement ("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:

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

<b>OSI State Contract Manager</b>	<b>OSI Privacy Officer</b>	<b>OSI Information Security Officer</b>
See the Agreement for State Contract Manager information	Privacy Officer OSI Information Security Office Office of Systems Integration 2495 Natomas Park Drive, Suite 530 Sacramento, CA 95833  Email: <a href="mailto:privacy@osi.ca.gov">privacy@osi.ca.gov</a> Telephone: (916) 263-0330	Information Security Officer OSI Information Security Office Office of Systems Integration 2495 Natomas Park Drive, Suite 530 Sacramento, CA 95833  Email: <a href="mailto:osiinfosecurity@osi.ca.gov">osiinfosecurity@osi.ca.gov</a> Telephone: (916) 263-0418

**2. CONFIDENTIALITY AGREEMENT**

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

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

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

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

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

STATE OF CALIFORNIA – HEALTH AND HUMAN SERVICES AGENCY

### INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates

The Information Security Acknowledgment for Affiliates form must be completed and signed by a new affiliate before they are permitted to 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 [Daniel.Pere@osi.ca.gov](mailto:Daniel.Pere@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

Affiliation/Contract Number

Employer

#### 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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**EXHIBIT F  
CONTRACTOR RESUME**

Bernard Mathis

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**OBJECTIVE:**

To maintain County Consultant position to complete CARES to replace the current CWS/CMS System to serve Children and Families throughout the State of California.

**Professional Accomplishments:**

- ◆ Thirty-one (31) years post-graduates in a Social Services Experience
- ◆ Three years experience as a Child Protective Services Supervisor for State of Arizona
- ◆ Interviewing/Investigations skills, well-developed written and verbal communication skills, detail oriented, ability to work independently and as a cooperative team member, leadership, and supervisory skills
- ◆ Excellent assessment skills
- ◆ Service Desk Triage experience
- ◆ Collaboration/coordination skills
- ◆ Conducting CARES-Live Demos across the State to assist County CARES Users

**EDUCATION:**

**1/2009**

Graduate of University of Phoenix, San Bernardino, California  
Master's degree Criminal Justice Administration

**8/1987**

Graduate of Arizona State University, Tempe, Arizona  
Bachelor of Social Work

**EMPLOYMENT HISTORY:**

**10/2015 – Present**

**County of San Bernardino, Children and Family Services/ State of California**

Duties: As County Consultant on the Child Welfare Digital Services (CWDS) which is headquartered in Sacramento, CA. I'm responsible to partner with all 58 counties, state, and local government agencies to develop improvements to the existing Child Welfare Services/Case Management System (CWS/CMS) that supports its customers through technology services to assure the safety, permanency, and well-being of children at risk of abuse, neglect, or exploitation. These new services child welfare case intake, licensing, and case management services will be developed, implemented, and released incrementally over the next few years to fully replace the existing system. Assist CARES Service Desk to Triage Incident Tickets from County CARES Users. County Consultant SME for RFA Greenfield.

**4/1997 -10/2015**

**County of San Bernardino, Children and Family Services**

Duties: Licensing Investigator; responsible to investigate complaints on Foster Family Homes licensed by the county of San Bernardino. Conduct Background checks on in-coming Foster/ Foster Adoptive Parents. Prepare Statement of Facts reports to forward to State Licensing Attorney addressing licensing

related issues for possible Administrative Action against licensee or applicant. Assist in developing a network of families for foster care that is more neighborhood-based, culturally sensitive and located primarily in the communities in which the children live. Assess emergency response referrals that include on-call duty. Collaborate with Foster Family Agency, State Licensing Daycare Investigators, Probation, School Officials, and Regional Offices to meet the needs of the clients served in the community. Trained potential foster parents regarding child development and meeting the daily needs of children placed in care.

Duties: Social Service Practitioner Carrier Worker; Assess families' needs evaluate and determine the necessity of DCS intervention. Initiate Family Reunification Services, Family Maintenance Services and Voluntary Services for clients. Assist in selecting adoptive families for Safe Arms Babies. Participate in mediation proceedings, file petitions with the court, place children in foster care, work closely with schools, hospitals, courts and assessment center. Train/mentor BSW interns. Work as lead social worker assigning and closing referrals. Serve on various committees: Family to Family, Team Decision Meeting, and Building Community Partners. Submit timely reports to the Court and enter information into County agency computer system known as CMS. Provide acting supervisor duties in the absence of my Supervising Social Service Practitioner.

**08/2002-10/2015**

**Facilitator, San Bernardino Valley Community College District.**

Duties including: Provide group training for Foster/Kinship care provider's license or certified on subjects matters from anger/communication, conversing with foster children in general, trauma, grief, loss and attachment, parenting foster children, boundary setting, child development, adopting older children, State Laws & Regulations and Changes in State Licensing Title 22 Regulations.

**1993-1996**

**State of Arizona**, Phoenix, Arizona: Child Protective Services Unit Supervisor. My duties as Unit Supervisor was to provide leadership, motivation, and training employees, provide direction to unit to improve workflow and services to the families in the community. Supervised a staff of 8 Child Protective Services Intake and Ongoing Workers responsible for diagnostic assessment and develop and implement complex treatment plans. Managed/responded to issues of conflict among staff members and facilitated conflict resolution among clients. Participated on the Statewide Re-Design committee to explore how Child Protective Services could become uniform Statewide. I Co-Chaired the Legal Re-Design Committee to change the legal definition of Dependency in the State of Arizona.

**1990-1993**

**State of Arizona**, Employed as a Child Protective Services worker. Investigated referrals of sexual/emotional/physical abuse of children in their families, as well as foster children in Arizona licensed Foster Homes and Group Homes. Scheduled monthly visits, wrote court reports, assessed children's needs, and completed home study assessments to return children back to their families. Made recommendations to the Maricopa County Juvenile Courts and state Attorney General on various cases to make children Wards of the State and remove from respective placements.

Additional Work History can be provided upon request.

**Skills and Qualifications**

- Subject Matter Expert on County Licensing Policy and Procedures
- Ability to prepare written reports for a Statement of Facts for cases that require Administrative Action. Testify during Administrative Hearing and other assigned hearings for Community Care Licensing.
- 
- Ability to perform and cover supervisor duties during direct supervisor's absence.
- Ability to make sound assessments on foster parent applicants criminal record background and assess their capacity to provide care to foster children. Decide if the applicants or adult family members need further mental health evaluation.
- Co-Chair Supporting Fatherhood Involvement Committee
- 2013 Completed Management & Leadership Academy Supervisory Development Program.