

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

AGREEMENT NUMBER

75332042

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Health & Human Services Agency, Office of Systems Integration (hereafter called OSI or the State)

CONTRACTOR'S NAME

San Mateo County (hereafter called Contractor)

2. The term of this Agreement is: 09/01/2016 through 07/31/2020
(This Agreement is effective upon the Start Date or upon DGS approval, whichever is later.)
3. The maximum amount of this Agreement is: \$855,157.00
Eight hundred fifty five thousand one hundred fifty 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.

Exhibit A – Scope of Work.....	6 Page(s)
Exhibit B – Budget Detail and Payment Provisions.....	3 Page(s)
Attachment 1 – Budget Detail.....	1 Page(s)
Exhibit C* – General Terms and Conditions (GTC) 610 and Contractor Certification Clauses (CCC-307)	
Exhibit D – Special Terms and Conditions.....	5 Page(s)
Exhibit E – Special Provisions.....	2 Page(s)
Attachment 1 – State's Confidentiality and Security Requirements.....	3 Page(s)
Attachment 2 – Information Security Acknowledgement for Affiliates.....	1 Page(s)
Exhibit F – Add, Delete or Substitute Contractor Personnel Request Form.....	1 Page(s)
Exhibit G – Contractor Résumé.....	2 Page(s)
Exhibit H – County Consultant Transportation/Lodging/Per Diem Reimbursement Guide.....	3 Page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

San Mateo County

BY (Authorized Signature)

DATE SIGNED (Do not type)

8/30/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Chief Probation Officer John Keene
San Mateo County Probation Department
222 Paul Scannell Drive
San Mateo CA 94402

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

California Health & Human Services Agency, Office of Systems Integration

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

John Boule, Director

ADDRESS

2525 Natomas Park Drive, Suite 200, Sacramento, CA 95833

California Department of General
Services Use Only

☐ Exempt per:

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 called the State, and San Mateo County, hereinafter called the Contractor. The State and the Contractor, individually a "Party" and together "Parties", are entering into this Agreement for the purpose of providing Subject Matter Expert (SME) services to the State as described herein.

2. WORK LOCATION AND HOURS OF SERVICES

The Contractor is required to perform all services under this Agreement at the Child Welfare Services – New System (CWS-NS) Project office located at 744 P St. Sacramento, CA 95814. However, the County Employee may be required to relocate during the term of this Agreement to another location within the greater Sacramento area. Duties may require the Contractor employee to travel occasionally to other locations throughout the State as directed by the Project Director, or designee.

With the exception of State 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 Project Director. The specific days and times will be determined at contract award unless otherwise authorized in writing by the Project Director.

3. SCOPE OF RESPONSIBILITIES

A. Under the direction of the Project Director, the County Employee shall perform analytical and technical work relative to the CWS-NS Project. The County Employee shall provide the following services:

- Task 1.0 – Task Management
- Task 2.0 – CWS Technical Expertise Services
- Task 3.0 – Procurement Support
- Task 4.0 – Solution Implementation Support
- Task 5.0 – Unanticipated Tasks

Task 1.0 – Task Management

The objective of Task 1.0 is to provide task and project management services and includes the following:

1.1 Monthly Written Status Report

Prepare and submit written Monthly Status Reports (MSRs) (per the template provided by OSI) which include the following:

- 1.1.1 Activity Summary;
- 1.1.2 Identification of planned, in progress and completed activities;

- 1.1.3 Identification of any unplanned activities;
- 1.1.4 Identification of activities scheduled in the coming month;
- 1.1.5 Identification of deliverable status;
- 1.1.6 Identification of any concerns and/or issues; and
- 1.1.7 Financial summary including costs expended to date and explanation of any variances.

1.2 Final Status Report

At the end of the Agreement, prepare and deliver a Final Status Report (per the template provided by OSI) documenting SOW results. The Final Status Report shall include the following:

- 1.2.1 Summary of all SOW activities;
- 1.2.2 Deliverables;
- 1.2.3 Milestone accomplishments;
- 1.2.4 Lessons learned; and
- 1.2.5 Actual contract expenditures versus planned expenditures.

1.3 Communications

- 1.3.1 Identifies stakeholder communication needs for Juvenile Probation related Digital Services module(s). Assists in the development of appropriate stakeholder communication and communication methods.
- 1.3.2 Coordinates and facilitates the involvement of county staff in Juvenile Probation and related Digital Services activities.
- 1.3.3 Attends meetings including county meetings, regional meetings and California Welfare Directors Association (CWDA) meetings, to seek input and provide status on decisions and resolutions to issues.
- 1.3.4 Provides content to update the CWS-NS website or other electronic tools, including frequently asked questions.
- 1.3.5 Meets with stakeholders, staff, end users, and other appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program policy and regulation, and procedure development. Prepares presentations as needed or requested.
- 1.3.6 Reviews training materials for Juvenile Probation-related Digital Services modules(s) and assists in the development of All County Letters (ACL) and All County Informational Notices (ACIN) and provides suggested changes related to program descriptions, needs, or outcomes related to the CWS-NS.
- 1.3.7 Travels as necessary to attend meetings, obtain training, assist in the deployment of the CWS-NS, and participate in other project activities, as approved by management.

Task 2.0 – CWS Technical Expertise Services

The objective of Task 2.0 is to provide business and technical expertise to the CWS-NS Project, which includes the following.

- 2.1 Analyzes legislation, regulations and county decisions in regard to impact on the Juvenile Probation related Digital Service module(s).
- 2.2 Provides input on gaps and needs within the planned Digital Service(s) and technical changes and analysis and provides recommendations to CWS-NS management on programmatic problems or issues as they arise.
- 2.3 Assists with research, analysis, and development of temporary or permanent solutions for problems identified in Juvenile Probation related Digital Services modules.
- 2.4 Acts in the capacity of a SME in discussion with sprint team as the user researcher to provide Child Welfare Services county business practice and procedures to ensure the new Juvenile Probation related Digital Services module(s) to ensure the new solution meets all of the CWS practice needs.
- 2.5 Recommend new or amended processes and methods as a result of emerging technologies to achieve customer satisfaction.
- 2.6 Promotes resilience and responsiveness in the organization by being open and honest about challenges and the actions required to address unexpected developments.
- 2.7 Identifies the main issues in complex problems; clarify understanding or stakeholder expectations, to seek best option.
- 2.8 Assists in developing or revising Juvenile Probation related Digital Service module(s) documentation related to program descriptions, needs, or outcomes to ensure the county perspective is accurately depicted.
- 2.9 Provides business and technical assistance in the development of State and federal control agency reporting documents.
- 2.10 Serves as a county advocate to ensure the Intake and related Digital Services meets county program, fiscal, technical, and business needs.
- 2.11 Researches, analyzes, and resolves highly complex business or technical issues raised by the counties, State and vendors as assigned and collaborates with stakeholders to develop a solution.
- 2.12 Ensures the CWS-NS solution meets federal, State and county program and business needs.
- 2.13 Provides input and gap analysis on the CWS-NS solution. Provides input to supervisors on programmatic problems or issues as they arise.

Task 3.0 – Procurement Support

The objective of Task 3.0 is to provide support during the procurement of various Digital Service module(s) and includes the following:

- 3.1 Participates in the development of document content (e.g., procurement requirements, future, environment, and evaluation criteria) for acquisitions required by the Child Welfare Digital Services (CWDS).
- 3.2 Participates in the development and ongoing review and revision of the Juvenile Probation related Digital Service module(s) utilizing the CWDS adopted playbook standards for modular procurement.
- 3.3 Participates in the development and ongoing review and revision of user stories, business requirements, business process workflows, and associated bidders library artifacts to ensure they remain in alignment with current policy and new legislation.
- 3.4 Participates in the development and ongoing review and revision of procurement requirements and associated bidders library artifacts.
- 3.5 Develops responses to bidder questions during the solicitation process to clarify any procurement information.
- 3.6 Participates as a SME during the evaluation CWDS procurements as required.
- 3.7 Identifies and reports potential impacts, issues, and risks associated with the procurement efforts.

Task 4.0 – Solution Implementation Support

The objective of Task 4.0 is to provide support during the design and development of the Intake and related Digital Service module(s) and includes the following:

- 4.1 Participates as a county user researcher during all phases of design and development of the identified Juvenile Probation and related Digital Service module(s) including Discovery, Alpha and Beta, all associated testing, Implementation, and Development and Operations.
- 4.2 Collaborates with designers and product owners during the early stages of Discovery by assisting in developing a clear understanding and empathy for end users, making sense of existing research and commissioning or conducting additional research as required.
- 4.3 Interprets user insight and performance data to assist in service design and iterative operational improvements for related Digital Service module(s).
- 4.4 Participates in Sprint development, Alpha, Beta, and Implementation phases by working with the design team to provide guidance based on their understanding of end user needs and behaviors, and working with the development team to design methods to answer outstanding questions about the users and the design of the service being created.
- 4.5 Reviews deliverables to ensure they meet the Juvenile Probation related Digital Service module(s) contract requirements, CWDS Playbook standards, product roadmap, and Juvenile Probation business needs.

- 4.6 Participates in the analysis, development and validation of CWDS Digital Service Platform or Information requirements.
- 4.7 Acts in the capacity of an SME to the State and vendor utilizing User-Centered Design principles including impacts to CWS Business Intelligence, Analytics and Quality Assurance methods and reports to be produced by the CWS-NS.
- 4.8 Clarifies and articulates the diverse user stories to support effective delivery of the Intake and related Digital Service module(s).
- 4.9 Identifies changes that quickly transform the flexibility, responsiveness and quality of the Intake and related Digital Service module(s).
- 4.10 Participates in Sprint, Alpha and Beta Testing, Implementation, and Dev/Ops testing and respond to any questions or concerns regarding the CWS-NS Juvenile Probation related Digital Services Module.
- 4.11 Recommend new or amended processes and methods as a result of emerging technologies to achieve customer satisfaction.
- 4.12 Understands the financial position of related Digital Services module(s), the department and the counties and recognize the impact of this when delivering the module/sub module and promotes and demonstrates a culture of value for services and costs.
- 4.13 Gathers and reports detailed performance data against key indicators to generate actionable improvements to the quality of services offered by the project.
- 4.14 Demonstrates ability to present reasonable conclusions from a wide range of incomplete and complex evidence and data.
- 4.15 Demonstrates ability to gather data from various sources and recognizes when to bring in additional expertise to validate or add additional information.
- 4.16 Makes difficult decisions by programmatically weighing the complexities involved against the need to act.
- 4.17 Acts in the capacity of an SME in discussions with Sprint team as the user researcher to provide CWS county business practice and procedures.
- 4.18 Participates in the implementation of the CWS-NS Juvenile Probation related Digital Services module(s) by preparing for county and State transition from the CWS/CMS to the new CWS-NS module or sub module.
- 4.19 Participates in the ongoing sprint revisions and reviews.
- 4.20 Participates in the implementation of the CWS-NS solution by preparing for county and state transition from the CWS/CMS to the CWS-NS.
- 4.21 Assists in the Statewide Automated Child Welfare Information System (SACWIS) Compliance review.
- 4.22 Identifies and reports potential impacts, issues, and risks associated with the design/development efforts.

Task 5.0 – Unanticipated Tasks

The objective of Task 5.0 is to perform as needed services as requested by the Project and includes the following:

- 5.1 Performs as-needed tasks and services, such as ad hoc issue papers, briefing, presentations, analyses, reports, and lessons learned sessions in support of the CWDS.

4. CONTACTS

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

State Representative

Robyn Sasaki, Contract Manager
744 P St. Sacramento, CA 95814
(916) 654-0600/ Robyn.Sasaki@osi.ca.gov

Contractor Representative

John Keene, Chief Probation Officer
222 Paul Scannell Drive, San Mateo, CA 94402
(650) 312-8816/ jkeene@smcgov.org

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for cost incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures in accordance with the rates/costs specified herein and/or, which is attached hereto.
- C. The Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the State for costs incurred pursuant to this Agreement. Invoices shall be submitted in triplicate to:

Office of Systems Integration
Attn: Accounting Office
2525 Natomas Park Drive, Suite 200
Sacramento, CA 95833

- D. The invoices must be signed by authorized representative, and each invoice shall include:
 - 1) Contractor name and address printed on company letterhead.
 - 2) Itemized costs for the services or deliverables provided in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement will only be made for those costs and/or categories expressly identified as allowable in this Agreement and approved by the State.
 - 3) Date(s) of services or deliverables provided.
 - 4) State Agreement number: 75332042
 - 5) Invoice date.
 - 6) Invoice total.
- E. The County Employee shall be entitled to short and long-term travel reimbursement for the period of time when he/she travels to fulfill the terms of this Agreement. Such travel costs shall be in accordance with the California Department of Human Resources (CalHR) regulations (Title 2 California Code of Regulations Sections 599.615 – 599.638.1), and policy memos in effect at the time of travel for excluded employees and County Consultant Transportation/Lodging/Per Diem Reimbursement Guide attached to this Agreement as Exhibit H.

2. 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 2(A) above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

3. 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.

4. 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.

5. PROMPT PAYMENT CLAUSE

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

**EXHIBIT B – ATTACHMENT 1
BUDGET DETAIL**

San Mateo County	SFY 2016-17	SFY 2017-18	SFY 2018-19	SFY 2019-20	SFY 2020-21	TOTAL
(Actual months and costs per fiscal year to be adjusted to actual terms of Agreement)	11 Months 3/1/16 – 6/30/17	12 Months 7/1/17 – 6/30/18	12 Months 7/1/18 – 6/30/19	12 Months 7/1/19 – 6/30/20	1 Months 7/1/20 – 7/31/21	48 Months
Salary	\$103,815	\$113,253	\$118,916	\$124,861	\$10,926	\$471,770
Cost of Living Adjustment (COLA)	-	\$5,662	\$5,946	\$6,243	\$546	\$18,398
TOTAL SALARY	\$103,815	\$118,915	\$124,862	\$131,104	\$11,472	\$490,168
Retirement	\$47,278	\$54,155	\$56,863	\$59,706	\$5,224	\$223,226
Health	\$26,999	\$30,926	\$32,472	\$34,096	\$2,983	\$127,476
Medicare	\$1,507	\$1,726	\$1,813	\$1,903	\$167	\$7,116
Worker's Comp.	\$688	\$788	\$827	\$869	\$76	\$3,248
Unemployment	\$523	\$599	\$629	\$660	\$58	\$2,469
Other	\$308	\$353	\$370	\$389	\$34	\$1,454
TOTAL BENEFITS	\$77,303	\$88,547	\$92,974	\$97,623	\$8,542	\$364,989
GRAND TOTAL	\$181,118	\$207,462	\$217,836	\$228,727	\$20,014	\$855,157

**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. AMENDMENTS

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

3. TERMINATION WITHOUT CAUSE

This Agreement may be terminated by either Party without cause upon 30 days prior written notice.

4. CERTIFICATION REGARDING LOBBYING

For Agreements with contractors who are State entities not under the authority of the Governor, or counties, or 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 is being forwarded to the Contractor with this Agreement (section 1352, Title 31 of the U.S. Code).

5. RETENTION OF PERMANENT COUNTY POSITION & SERVICE CREDIT

The County Employee shall retain their permanent position as a Social Worker 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.

6. 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.

7. COUNTY EMPLOYEE LEAVE REPORTING

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

8. 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.

9. INCOMPATIBLE ACTIVITIES & STATEMENT OF ECONOMIC INTEREST FORM 700

- A. The County Employee is subject to the following incompatible activities provision of Government Code section 1126 during the term of this Agreement:

“(a) Except as provided in Section 1128 and 1129, a local agency officer or employee shall not engage in any employment activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties as a local agency officer or employee or with the duties, functions, or responsibilities of his or her appointing power or the agency to which he or she is employed. The officer or employee shall not perform any work, service or counsel for compensation outside his or her local agency employment where any part of his or her efforts will be subject to approval by any other officer, employee, board or commission of his or her employing body, unless otherwise approved in the manner prescribed by subdivision (b).”

- B. Any employment or other arrangement for compensated services by the County Employee with a CWS-NS Project contractor, during the County Employee's assignment to the State, shall be deemed an incompatible activity within the meaning of Government Code section 1126, subdivision (a), and is prohibited during the term of this Agreement.
- C. The County Employee shall not engage in employment or services described in the preceding paragraph while assigned to the CWS-NS Project.
- D. The County Employee is subject to the State's conflict of interest laws, and as such will be required to complete the Statement of Economic Interests, Form 700.

10. THE STATE ACCEPTABLE USE SECURITY POLICY AND ACKNOWLEDGEMENT FORM

In accordance with the State Acceptable Use Security Policy, County Employees authorized to use State owned or leased equipment or facilities are required to read the State Acceptable Use Security Policy and sign the State Acceptable Use Security Policy Acknowledgement form.

11. SUBSTITUTE PERSONNEL

- A. In the event that the County Employee is unable to perform their duties due to illness, resignation, promotion, or other factors beyond the Contractor's control, 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 Party can terminate this Agreement with a 30-day advance written notice.

- B. The Contractor shall not substitute personnel without the prior written consent of the State, which consent shall not be unreasonably withheld. The substitute personnel shall meet all the requirements and shall be approved in writing by the State prior to substitute personnel beginning work.
- C. The Contractor shall submit the Add, Delete, or Substitute Contractor Personnel Request Form, Exhibit F, and the Contractor Résumé, Exhibit G, of a suitable replacement to the Project Director or designee for review and approval within ten (10) business days of the incumbent County Employee leaving the CWS-NS Project. The State reserves the right to interview all proposed substitute personnel prior to its issuance of consent.
- D. Additional or substitute personnel shall not automatically receive the compensation of the individual or position 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.

12. 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.

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

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

independently developed by the Contractor or the County Employee outside the scope of this Agreement, or is rightfully obtained from third parties.

14. EQUIPMENT

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

15. 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) business days after discovery of the problem.

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.

Pending resolution of any dispute, the Parties shall continue to perform under this Agreement and County Employee shall diligently continue all work and comply with all of the 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 communication 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) 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 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
CWS-NS Project
County Consultant Subject Matter Expert

San Mateo County
Agreement 75332042
Exhibit D – Special Terms and Conditions
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Office of Systems Integration
Attn: Director
2525 Natomas Park Drive, Suite 200
Sacramento, CA 95833

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

EXHIBIT E SPECIAL PROVISIONS

Confidentiality

Contractor and County Employee agree to comply with State's Confidentiality and Security Requirements and Information Security Acknowledgement for Affiliates, as described in Exhibit E - Attachment 1 and in Exhibit E - Attachment 2.

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

1. Confidentiality of Data

Please note the following definitions relating to confidential and sensitive information:

- A. 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.).
- B. 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).
- C. All financial, statistical, personal, technical, and other information relating to State operations which are designated confidential or sensitive by State and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure.
- D. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Section 11140-11144, 13301-13303, Civil Code Section 1798, Chapter 709, Statute of 1997 define civil and criminal actions for unauthorized disclosure of information from confidential records.)
- E. The Contractor shall:
 - 1) Instruct all employees with access to the State confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, and the Penal Code Section 502.
 - 2) Ensure that their employees will not intentionally seek out, read, use, or disclose State confidential or sensitive information.
 - 3) Not disclose any individually identifiable State information to any person.
 - 4) Require that all Contractor's staff or subcontractor and its employees with access to State confidential information sign the State Confidentiality Agreement (See Section 2).

- 5) Immediately notify State within 24 hours of initial detection of any unauthorized access, use, and disclosure of State information. Notification shall be reported by telephone or email to:

Ben Hafer
Technical Project Manager

(916) 654-0601
ben.hafer@osi.ca.gov
- 6) Cooperate in any investigations of information security incidents.

2. Confidentiality Agreement

The State 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 State confidential 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:	
Employee:	
Employee's Signature:	
Title:	Date:
Phone:	E-Mail Address:

EXHIBIT E – ATTACHMENT 2 INFORMATION SECURITY ACKNOWLEDGEMENT FOR AFFILIATES

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates

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

See page two for additional instructions.

1. Affiliate Information

Full Name _____

Affiliation/Contract Number _____

Employer _____

2. State Project Representative Information

Division _____

Branch _____

Bureau _____

Full Name _____

Position title _____

3. New Affiliates' Acknowledgements

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

4. All Affiliates' Acknowledgements

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

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

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

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

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

5. Signature

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

Affiliate Signature _____

Date _____

EXHIBIT F ADD, DELETE OR SUBSTITUTE CONTRACTOR PERSONNEL REQUEST FORM



Contractor Name		Contractor Phone No.		Date	
		Project Name/Agreement Number			
Personnel To Be Added	Personnel Replaced	Proposed Effective Date	Classification		
Personnel To Be Deleted	Date Effective	Reason			
		Reason:			
		Reason:			
		Reason:			
		Reason:			
Comments/Special Instructions Please note: The changes as indicated in this request are being made at no additional cost to the STATE. – Sample <i>(Include this language, if applicable).</i>					
State Acceptance			Contractor Acceptance		
Division/Project			Contractor (If other than an individual, state whether a corporation, partnership, etc.)		
By (Authorized Signature)			By (Authorized Signature)		
Printed Name of Person Signing			Printed Name of Person Signing		
Title			Title		

EXHIBIT G CONTRACTOR RESUME

6527 Turnstone Way, Rocklin, CA 95765
(650)877-5415 Rromero@smcgov.org - work
(408)205-9372 Roylromero@yahoo.com - personal

OBJECTIVE

To be selected as the County Probation Consultant for the Child Welfare Services- Case Management System (CWS/CMS)

SUMMARY

In December 2011, I was promoted to Probation Services Manager (PSM) for the Placement Unit for San Mateo County Probation. As a PSM I have gained valuable experience supervising, mentoring and evaluating a group of up to 8 Deputy Probation Officers; I became a sitting member of our Inter-Agency Placement Review Committee; been involved in updating the WIC 241.1 Dual Jurisdiction Memorandum of Understanding (MOU) with our counterparts in the Human Services Agency (HSA); trained probation officers on AB 12 legislation for Extended Foster Care of Non-Minor Dependents; collaborated with other county agencies on understanding procedure and protocol of AB 12; gained proficiency in the Child Welfare Services Case Management System; participated in the Peer Quality Case Review (PQCR) with HSA and other outside participating agency representatives; participated in writing our County Self Assessment and made proposals for the Systems Improvement Plan (SIP) for our County.

During the course of my tenure as a supervisor I have been able to process and implement requirements from new legislation, state mandates and internal policies and procedures. I have participated in numerous trainings throughout the course of my career including Supervisor CORE, PREA, AB 12 trainings, to name a few, as well as attended Community Care Licensing meetings and Probation Advisory Committee meetings, all which have enhanced my knowledge of placement and probation in general.

As a line staff officer my first assignment was with the Placement Unit for a total of 5+ years. I achieved excellence in case management and technical expertise for probation youth removed from their homes and placed in group homes.

SKILLS PROFILE

- Excellent motivational skills with subordinates and peers
- Ability to write clearly and concisely
- Excellent interpersonal and social skills
- Effective oral communication
- Ability to lead and be led
- Great work ethic and attitude

- Ability to manage competing priorities on a daily basis
- Strong analytical and problem solving skills
- Ability to work well independently and collaboratively

EMPLOYMENT HISTORY

Probation Services Manager I, San Mateo County Probation

12/18/2011 — Present

Locations include: Youth Services Center (San Mateo), Redwood City and South San Francisco

- Currently the Lead Supervisor for the Adult Division Sex Offender Unit
- Have supervised an average of 8-9 officers in the following assignments: Intensive Supervision, Sex Offender, Pre Trial, Family Preservation Program and the Placement Unit.
- Review and correct reports, assign cases, coordinate field operations
- Lead Liaison for Probation for the California Children and Family Services Review for our county during tenure as the Placement Unit Supervisor
- Gained proficiency navigating CWS/CMS during tenure as Placement Unit Supervisor
- Participated in various departmental and inter-departmental committees and policy groups
- Provided training, evaluations and counseling to assigned personnel
- Implementation and interpretation of administrative policies and procedures
- Respond creatively to personnel and budgetary constraints

Deputy Probation Officer, San Mateo County Probation

9/30/2002 — 12/17/2011

Youth Services Center, San Mateo

- Juvenile assignments in the Placement Unit, Family Preservation Program and the Tactical Response Unit
- Participated in various departmental and inter-departmental committees and groups
- Attended Court hearings and submitted testimony for cases
- Maintained accurate and organized files, records, case notes and legal documents
- Served as a liaison between Court, community based organizations and law enforcement agencies
- Skilled at deescalating volatile situations in the detention facility and in the field
- Excellent writing skills

EDUCATION

California State University, San Bernardino
BA Criminal Justice-Graduated June 1998

EXHIBIT H COUNTY CONSULTANT TRANSPORTATION/LODGING/PER DIEM REIMBURSEMENT GUIDE

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

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

1. Transportation Reimbursement

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

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

1.1.1 For each trip, the means of travel allowable are:

- 1.1.1.1 **Personal Vehicle:** County Employee may use his or her personal vehicle. Mileage reimbursed at State travel regulations/policy allowable rate.
- 1.1.1.2 **Rental Vehicle:** County Employee may rent a standard vehicle. Reimbursement will be for the actual and necessary costs of such rental when substantiated by a receipt.
- 1.1.1.3 **Air:** County Employee may fly. Reimbursement of expenses for transportation by scheduled airline shall be at the current CalHR approved rate; except that when the employee's actual airfare is lower, the lower amount shall be reimbursed. Claims for reimbursement of higher fares or extra charges for transportation by scheduled airline may be allowed if accompanied by a full explanation stating the facts constituting the official necessity, and approved by State.

1.1.1.4 **Parking:** Parking or commercial transportation fees to and from airport, by the least expensive mode of travel at a rate which is in the best interests of the State, shall also be reimbursed. A receipt is required for each item of expense of \$10.00 or more.

1.1.1.5 **Other means of travel:** Reimbursement shall be allowed per State travel regulations/policy for excluded employees.

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

2. Lodging Reimbursement

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

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

3. Meal Reimbursement

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

- 3.1. Reimbursement allowed for long-term meals shall be made in accordance with State travel regulations/policy. Meals shall not be reimbursed during weekends, State or federal holidays, regular days off or vacation days.

- 3.2. Reimbursement allowed for short-term travel meals will be made in accordance with State travel regulations/policy. Receipts for meals must be maintained by the County Employee.

4. Long-Term Meals and Receipted Lodging Reimbursement

- 4.1. In addition to the rules stated forth above in Section 2. Lodging Reimbursement and 3. Meal Reimbursement the following rules shall apply to the County Employee. The County Employee on a long-term assignment may claim either:
- 4.1.1 \$24.00 for meals and incidentals and up to \$24.00 for receipted lodging for travel of 12 hours up to 24 hours, either \$24.00 for meals or up to \$24.00 for receipted lodging for travel less than 12 hours, or
 - 4.1.2 Reimbursement for actual individual expense, substantiated by receipts, for lodging, utility gas and electricity, up to a maximum of \$1,130 per calendar month, and \$10.00 for meals and incidentals, without receipts for each period of 12-24 hours; \$5.00 for meals and incidentals for periods of less than 12 hours at the long-term location.
- 4.2. **To claim expenses under Sections 4.1.1. or 4.1.2. above, the employee must meet the following criteria:**
- 4.2.1 The County Employee continues to maintain a permanent residence at the primary headquarters; and
 - 4.2.2 The permanent residence is occupied by county consultant's dependents; or the permanent residence is maintained at a net expense to the county consultant exceeding \$200 per month; and
 - 4.2.3 The employee must submit substantiating evidence of these conditions to the State Contract Manager in accordance with its requirements.
 - 4.2.3.1 Substantiating Evidence shall be defined as a utility bill and either a mortgage payment receipt or property tax bill.

5. Work-related Travel

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

