

AGREEMENT NUMBER <b>75332154</b>
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
 Office of Systems Integration  
 CONTRACTOR'S NAME  
 County of Orange
- The term of this Agreement is: January 1, 2017 through December 31, 2019 or three years from the DGS approval date, whichever is later. This Agreement is effective upon the Start Date or upon DGS approval, whichever is later.
- The maximum amount of this Agreement is: \$548,508.00  
 Five hundred forty-eight thousand five hundred eight dollars and zero cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
 

Exhibit A – Statement of Work.....	5 Page(s)
Exhibit B – Budget Detail and Payment Provisions.....	2 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 .....	4 Page(s)
Exhibit E – Special Provisions .....	1 Page(s)
Attachment 1 – State's Confidentiality and Security Requirements .....	2 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)

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Orange		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael F. Ryan, Social Services Agency Director		
ADDRESS 500 N. State College Blvd., Suite 100, Orange, CA 92868		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME 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		
		<input type="checkbox"/> Exempt per:

*Approved as to form. Office of County Counsel, Orange County.  
 Annaloo 11/15/16*

## **EXHIBIT A STATEMENT 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 County of Orange, 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 through the Contractor’s employee, Lynda Ross, hereinafter called County Employee.

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

The County Employee is required to perform all services under this Agreement at the Child Welfare Services – New System (CWS-NS) Project Office located at 2870 Gateway Oaks, Sacramento, CA 95833 and Orange County as agreed upon by all Parties. Any travel related expenses incurred by the County Employee when required to travel to a State specified location to fulfill the terms of this Agreement shall be subject to reimbursement by the State to the County Employee as described in Exhibit B Section 1(E). The County Employee may be required to report to another CWS-NS location 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 designee. It is understood that the County Employee will mostly likely fly to Sacramento and back to Orange County at least once a week.

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

### **3. SCOPE OF RESPONSIBILITIES**

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

- 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 Task Accomplishment Plan (TAP)

Prepare and submit a TAP (per the template provided by the State). A TAP is a spending plan that describes the planned monthly expenditures for the life of the Agreement and is the first deliverable of the Agreement.

1.2 Update the TAP (as required) each time there is a change to the cost or spending plan. All changes to the TAP are subject to State approval.

1.3 Monthly Status Report (MSR)

Prepare and submit MSRs (per the template provided by the State) which includes the following:

1.3.1 Activity Summary;

1.3.2 Identification of planned, in progress and completed activities;

1.3.3 Identification of any unplanned activities;

1.3.4 Identification of activities scheduled in the coming month;

1.3.5 Identification of deliverable status;

1.3.6 Identification of any concerns and/or issues; and

1.3.7 Financial summary including costs expended to date and explanation of any variances.

1.4 Final Status Report (FSR)

At the end of the Agreement, prepare and deliver a FSR (per the template provided by the State) documenting Agreement results. The FSR shall include the following:

1.4.1 Summary of all Statement of Work activities;

1.4.2 Deliverables;

1.4.3 Milestone accomplishments;

1.4.4 Lessons learned; and

1.4.5 Actual contract expenditures versus planned expenditures.

1.5 Communications

1.5.1 Identifies communication needs for the Case Management Digital Service(s) team(s) and all impacted stakeholders.

1.5.2 Assists in the development of appropriate stakeholder communication and communication methods.

1.5.3 Coordinates and facilitates the involvement of county staff in Case Management related activities.

1.5.4 Attends meetings, as approved by CWS-NS Project management, which may include county meetings, regional meetings and California Welfare Directors Association meetings, to provide input and status on decisions and resolutions to issues.

1.5.5 Provides content to update the Child Welfare Digital Services (CWDS) website and other electronic tools.

- 1.5.6 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.
- 1.5.7 Prepares presentations for various CWDS stakeholders as needed or requested.
- 1.5.8 Reviews training materials for the Case Management and related Digital Service(s) and assists in the development of All County Letters and Informational Notices.
- 1.5.9 Provides suggested changes to program descriptions, needs or outcomes developed in relationship to the CWS-NS.
- 1.5.10 Assists in the identification of potential risks and issues that may arise during the procurement, design, development, and implementation of the Case Management Digital Service(s).

### **Task 2.0 – CWS Technical Expertise Services**

The objective of Task 2.0 is to provide business and technical expertise to the State and includes the following:

- 2.1 Analyzes legislation, regulations and county decisions in regard to the impact on the Case Management Digital Service(s).
- 2.2 Provides input on gaps and needs within the planned Case Management Digital Service(s); technical changes and analysis; and provides recommendations to CWDS management on programmatic problems or issues as they arise.
- 2.3 Assists with research, analysis and development of solutions for highly complex business or technical issues or problems identified during development of the Case Management Digital Service(s).
- 2.4 Acts in the capacity of a SME to ensure the Case Management Digital Service(s) incorporates county business practice, processes and procedures.
- 2.5 Recommends new or amended processes and methods as a result of emerging technologies to achieve end user satisfaction.
- 2.6 Assists in developing or revising project documentation related to program descriptions, needs, or outcomes.
- 2.7 Provides business and technical assistance in the generation of control agency documents.
- 2.8 Ensures the Case Management Digital Service(s) meets county program, fiscal, technical, and business needs.

### **Task 3.0 – Procurement Support**

The objective of Task 3.0 is to provide procurement support and includes the following:

- 3.1 Participates in the development, review and revision of document content for procurements required by the Case Management Digital Service(s).
- 3.2 Conducts impact analyses on proposed requirement changes.
- 3.3 Participates in the development and ongoing review and revision of user stories, business and technical requirements, business process workflows, and

associated procurement artifacts to ensure they remain in alignment with current policy and new legislation.

- 3.4 Develops responses to vendor questions during the solicitation process to clarify business or technical requirements.
- 3.5 Supports the evaluation team during assessment of vendor offers.

#### **Task 4.0 – Solution Implementation Support**

The objective of Task 4.0 is to provide support during the Alpha, Beta, Implementation, and Live phases of the Case Management Digital Service(s) and includes the following:

- 4.1 Participates as a SME during Discovery, Alpha, Beta, Live production, Implementation, and Development and Operations (DevOps) related activities.
- 4.2 Participates in sprint planning, sprint retrospective and related efforts for the Case Management Digital Service(s).
- 4.3 Works closely and collaboratively with the Case Management Digital Service(s) design team(s) and product owners to develop a clear understanding and empathy for end users, answer outstanding questions about the service, analyze existing research, and conduct additional research as required.
- 4.4 Interprets user insight and performance data to assist in service design and iterative operational improvements for digital and assisted digital service channels.
- 4.5 Participates in the analysis, development and validation of the CWDS Case Management Digital Service Product Roadmap.
- 4.6 Assesses Case Management Digital Service vendor(s) deliverables to ensure they meet the Case Management Digital Service backlog requirements, CWDS Playbook standards, CWDS Case Management Digital Service Product Roadmap, and all Case Management training and implementation requirements.
- 4.7 Acts in the capacity of a SME utilizing user-centered design principles to identify impacts to business intelligence, analytics and quality assurance methods and reports to be produced by the CWS-NS.
- 4.8 Participates in all testing activities related to the Case Management Digital Service(s) and respond to any questions or concerns as required.
- 4.9 Clarifies and articulates the diverse requirements of end users to support the effective delivery of the Case Management Digital Service(s).
- 4.10 Identifies changes that quickly transform the flexibility, responsiveness and quality of the Case Management Digital Service(s) allowing CWDS management to make quick, confident decisions at a strategic level.
- 4.11 Acts as an advocate for the digital transformation of services, promoting progress and publicizing learning.
- 4.12 Gathers and reports detailed performance data against key indicators to generate actionable improvements to the quality of services offered by the project.
- 4.13 Analyzes data from various sources and recognize when to bring in experts/ researchers to add to available information.

- 4.14 Participates in the implementation of the Case Management Digital Service(s) by preparing end users for the transition from the Child Welfare Services/Case Management System (CWS/CMS) to the CWS-NS.
- 4.15 Assists the CWDS in state and federal compliance review(s).

**Task 5.0 – Unanticipated Tasks**

The objective of Task 5.0 is to perform as-needed services as requested by the State 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.

**4. DELIVERABLES**

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

Task Group	Deliverable and Associated Task #	Due Date
<b>1.0</b>	<b>Task Management</b>	
	TAP	Ten (10) business days following start of work
	TAP Updates	As-Needed
	Task 1.3: Monthly Status Report	Monthly, by the tenth calendar day of each month
	Task 1.4: Final Status Report	30 calendar days prior to expiration of contract
<b>5.0</b>	<b>Unanticipated Tasks</b>	
	Task 5.1: Unanticipated Tasks	As requested by the State

**5. CONTACTS**

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

State Representative

Robyn Sasaki, Contract Manager  
 2870 Gateway Oaks Drive, Suite 200  
 Sacramento, CA 95833  
 (916) 891-3203/ [Robyn.Sasaki@osi.ca.gov](mailto:Robyn.Sasaki@osi.ca.gov)

Contractor Representative

Jyothi Atluri, Contracts and Procurement Manager  
 500 N. State College Blvd., Suite 100  
 Orange, CA 92868  
 (714) 541-7785/ [Jyothi.Atluri@ssa.ocgov.com](mailto:Jyothi.Atluri@ssa.ocgov.com)

**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:

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

- D. The invoices must be signed by an 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 75332154.
  - 5) Invoice date.
  - 6) Invoice total.
- E. The State will allow for reimbursement for the Contractor's personnel for travel, per diem, lodging, etc. The travel costs shall not exceed State rates current at the time of order placement, and shall be made in accordance with the provisions established by the California Department of Human Resources (CalHR), limited to PML 2013-026, as it applies to excluded employees and limited to actual costs incurred. The State Contract Manager shall approve all travel in advance. The County Employee will submit travel reimbursements directly to the State.

**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 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**

County of Orange	SFY	SFY	SFY	SFY	TOTAL
	2016-17	2017-18	2018-19	2019-20	
<b>(Actual months and costs per fiscal year to be adjusted to actual terms of Agreement)</b>	<b>6 Months</b> 1/1/17 – 6/30/17	<b>12 Months</b> 7/1/17 – 6/30/18	<b>12 Months</b> 7/1/18 – 6/30/19	<b>6 Months</b> 7/1/19 – 12/31/19	<b>36 Months</b>
Salary	58,901	113,950	118,536	60,453	351,840
COLA	1,204	4,488	2,422	1,235	9,349
<b>TOTAL SALARY</b>	<b>60,105</b>	<b>118,438</b>	<b>120,958</b>	<b>61,688</b>	<b>361,189</b>
Retirement	15,568	33,520	35,336	18,804	103,228
Retiree Medical	2,245	4,751	4,970	2,534	14,500
Unemployment Insurance	-	-	141	76	217
Salary Continuance Insurance	194	416	429	208	1,247
Health Insurance	7,641	14,834	16,575	9,292	48,342
Dental Insurance	608	1,203	1,241	634	3,686
Life Insurance	58	102	115	58	333
AD&D Insurance	13	26	26	13	78
Medicare Insurance	817	1,719	1,758	894	5,188
Optional Benefit Plan	1,750	3,500	3,500	1,750	10,500
<b>TOTAL BENEFITS</b>	<b>28,894</b>	<b>60,071</b>	<b>64,091</b>	<b>34,263</b>	<b>187,319</b>
<b>GRAND TOTAL</b>	<b>88,999</b>	<b>178,509</b>	<b>185,049</b>	<b>95,951</b>	<b>548,508</b>

**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.

**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 an Administrative Manager II during the term of this Agreement. The period during which the County Employee renders services pursuant to this Agreement shall be credited by the Contractor to the County Employee for purposes of determining seniority, promotional status, retirement date and other employee benefits.

**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, retirement, 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 permitted by law 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 and computer workstation to be used for all work performed under this Agreement. The computer and 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 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 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  
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**

**1. 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 state in which the disclosure is limited by contractual agreement (i.e., proprietary information, etc.).
- B. Sensitive information is information maintained by the state, 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 the 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:  
OSI Information Security Office [osiinfosecurity@osi.ca.gov](mailto:osiinfosecurity@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

<small>STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY</small>			
<b>INFORMATION SECURITY ACKNOWLEDGEMENT for Affiliates</b>			
<small>The Information Security Acknowledgement for Affiliates form must be completed and signed by a new affiliate before they are permitted access to any state information assets. Affiliates are non-State employees, such as vendors, contractors, service providers, and volunteers, who provide services to the State. In addition, continuing affiliates are required to submit this form annually for the term of their affiliation with the State. Please direct questions to the ISO at <a href="mailto:osiinfosecurity@osi.ca.gov">osiinfosecurity@osi.ca.gov</a>.</small>			
<b>See page two for additional instructions.</b>			
<b>1. Affiliate Information</b>			
Full Name _____			
Affiliation/Contract Number _____	Employer _____		
<b>2. State Project Representative Information</b>			
Division _____	Branch _____	Bureau _____	
Full Name _____		Position title _____	
<b>3. New Affiliates' Acknowledgements</b>			
<input type="checkbox"/> I acknowledge receiving and having the opportunity to read the State Information Security Handbook.			
<b>4. All Affiliates' Acknowledgements</b>			
<input type="checkbox"/> I understand that all network activity, including Internet and email usage, conducted with State resources is the property of the State of California.			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.			
<input type="checkbox"/> 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.			
<b>5. Signature</b>			
I hereby certify that I am aware of the provisions and consequences for violating the State Information Security Policies.			
<table border="1" style="width: 100%;"><tr><td style="padding: 2px;">Affiliate Signature</td></tr></table>	Affiliate Signature	<table border="1" style="width: 100%;"><tr><td style="padding: 2px;">Date</td></tr></table>	Date
Affiliate Signature			
Date			

## EXHIBIT F ADD, DELETE OR SUBSTITUTE CONTRACTOR PERSONNEL REQUEST FORM



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

## EXHIBIT G CONTRACTOR RÉSUMÉ

### Lynda Ross

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#### Summary

Motivated Child Welfare professional skilled at building strong working relationships with fellow staff, supervisors and collaborating agencies. Extensive Child Welfare background.

#### Highlights

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- Court Services
- Reporting/ Outcomes
- Family Reunification
- Quality Assurance
- Family Maintenance
- Probation
- Permanent Placement
- Foster Home Licensing/ RFA
- Supportive Transition

#### Experience

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##### Administrative Manager II

January 2008 to Current

- Active leadership and participant role on multiple state-wide and regional workgroups including: PIAC, JARs/JADs for CWS/CMS code drops, AB636 data calls, participation in CWS WEB and CWS New System county reviews.
- Chair of SCRUGs from 2010 to present.
- Co-chair of the Data Committee 2015 to present.
- Responsible for coordination and planning of county implementation of projects such as CWS/CMS code releases, hardware distribution, and computer upgrades, as well as the day to day operations of the team.
- This includes collaboration with internal and outside partners including Children & Family Services program and policy staff as well as SSA Research, CDSS Policy and CWS/CMS Support Branches, Court, Dept of Education, Probation, other counties and UC Berkeley.
- Responsible for the Site Support Team, a staff of 20 individuals (county employees and contractors) who provide all hardware and software support for approximately 1200 computer users within the Children and Family Services Program.
- Responsible for the CWS/CMS Management and Reports Team, a staff of 9 that gathers and analyzes critical data in relation to the State and Federal mandates for the County.
- This team develops and distributes reports to management, and makes important recommendations regarding data entry.
- Collaboration with the Orange County Application Development and Web Development teams. Recently consulted on the development of Orange County's RFA database.
- Coordinated Orange County participation in the BBP sessions and RFP review.
- Completed Orange County external systems survey.

January 1987 to Current  
**County of Orange Social Services Agency** - Orange, CA

**Senior Social Worker, Social Services Supervisor, Senior Social Services Supervisor, Admin  
Manager County of Orange**

### **Education**

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**Masters of Counseling** : 2002  
**Cal State University** - Fullerton, CA  
Phi Kappa Phi Honor Society

**Bachelor of Science : Sociology**, 1986  
**Cal State University** - Fullerton, CA

### **References**

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Gary Taylor Director of Orange County Children and Family Services 500 N. State College Blvd.  
Orange, CA 92868 714) 541-7793

Joanne Munro Deputy Director of Orange County Children and Family Services 500 N. State  
College Blvd. Orange, CA 92868 714) 245-6130

Anne Bloxom Deputy Director of Orange County Children and Family Services 500 N. State College  
Blvd. Orange, CA 92868 714) 245-6131