

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

75440105

PURCHASING AUTHORITY NUMBER (if Applicable)

HHSA-4000

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

CONTRACTING AGENCY NAME

California Health and Human Services Agency, Office of Systems Integration

CONTRACTOR NAME

County of Monterey

2. The term of this Agreement is:

START DATE

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

THROUGH END DATE

January 31, 2025

3. The maximum amount of this Agreement is:

\$817,995.00 (Eight Hundred Seventeen Thousand, Nine Hundred Ninety Five Dollars and Zero Cents)

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

| Exhibits | Title | Pages |
|------------------|---|-------|
| Exhibit A | Scope of Work | 6 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C * | General Terms and Conditions (GTC 04/2017) | 5 |
| + - 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 | 4 |

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

County of Monterey

CONTRACTOR BUSINESS ADDRESS

1000 S. Main St., Suite 301

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Lori A. Medina

TITLE

Director, Department of Social Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

75440105

PURCHASING AUTHORITY NUMBER (If Applicable)

HSA-4000

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Health and Human Services Agency, Office of Systems Integration

CONTRACTING AGENCY ADDRESS

2495 Natomas Park Drive, Suite 515

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Stacey Duvane

TITLE

Assistant Procurement Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

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 County of Monterey 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 February 1, 2022, or the date the Agreement is approved by the Department of General Services, whichever is later (referred to herein as the “Effective Date”) and continue through January 31, 2025, or 36 months, whichever is later.

3. COST

The total cost of this Agreement shall not exceed \$817,995.00. Cost details are located in Exhibit B – Budget Detail and Payment Provisions.

4. WORK LOCATION AND HOURS OF SERVICES

As agreed to by the Parties, the County Employee shall 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 Monterey 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. Any travel related expenses incurred by the County Employee when required to travel to a State specific location to fulfill the terms of this Agreement shall be subject to reimbursement by the State to the Contractor as described in Exhibit B, Section 1.E. Duties may require the County Employee to travel occasionally to other locations throughout the State as directed by the CWDS Project Management and Administration Director or its designee.

With the exception of state and county holidays, the contracted services shall be provided during normal, state business days between the hours of 8:00 a.m. to 5:00 p.m. Pacific Time, unless otherwise authorized in writing by the CWDS Project Management and Administration Director or its designee. The State expects overtime may be periodically required throughout the term of this Agreement. In the event overtime is required, the CWDS Project Management and Administration Director or its designee shall provide the County Employee with advanced notice of at least 24 hours, unless a longer period of notice is required per the County Employee’s union bargaining agreement and the Contractor provides advance notice of such requirement to the State.

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

5. SCOPE OF RESPONSIBILITIES

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 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.

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

| Task No. | Task Description |
|--|--|
| 2.5 | Meet with stakeholders, staff, end users, and other appropriate persons from various private and/or governmental organizations for the purposes of problem identification and resolution, inclusion of program and technical policy and regulation, and procedure development. |
| 2.6 | Prepare and deliver presentations for 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. |
| Task 3 – Child Welfare Services Subject Matter Expertise Services | |
| 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. |
| Task 4 – Procurement Support Services | |
| 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. |

| Task No. | Task Description |
|---|--|
| 4.5 | Provide support during assessment of vendor offers. |
| Task 5 – CWS-CARES Development and Implementation Support Services | |
| 5.1 | Participate as a SME throughout the CWS-CARES Service Delivery Life Cycle (i.e., Context Setting, Prioritization, Discovery, Prototyping, Iterative Build, Deployment to Sandbox, and Deployment to Production). |
| 5.2 | Participate in project planning activities including all CWS-CARES Service Delivery Life Cycle Phases, sprint planning, sprint retrospective and related efforts for the development and implementation teams. |
| 5.3 | Collaborate with all project state and vendor resources to develop a clear understanding and empathy for end users, answer questions about the service, analyze existing research, and conduct additional research, as required. |
| 5.4 | Interpret user insight and performance data to assist in all CWS-CARES Service Delivery Life Cycle Phases. |
| 5.5 | Assess Work Order Authorizations (WOAs) and deliverables to ensure they meet blueprinting requirements for specified testable increments, CWDS Playbook standards, are consistent with the Product Roadmap, and meet all stakeholder training and implementation requirements. |
| 5.6 | Act in the capacity of a SME utilizing user-centered design principles to identify business intelligence impacts, analytics, quality assurance methods, and reports to be produced by the CWS-CARES. |
| 5.7 | Participate in testing activities related to the CWS-CARES Service Delivery Life Cycle and respond to any questions or concerns, as required. Activities include, but are not limited to: <ul style="list-style-type: none"> ○ Collaborating with quality assurance engineers to develop test plans; ○ Executing test cases (manual or automated) and analyzing results; ○ Documenting testing phases and defects; ○ Reporting defects and errors; ○ Assisting in issue resolution; and ○ Participating in post-release/post-implementation testing. |
| 5.8 | Clarify and articulate the diverse requirements of end users to support the effective delivery of the CWS-CARES. |
| 5.9 | Identify changes that quickly transform the flexibility, responsiveness, and quality of the CWS-CARES allowing CWDS management to make quick, confident decisions at a strategic level. |
| 5.10 | Act as an advocate for the transformation of services, promoting progress, and publicizing learning. |
| 5.11 | Gather and report detailed performance data against key performance indicators to generate actionable improvements to the quality of services offered by the CWS-CARES. |
| 5.12 | Analyze data from various sources and recognize when to bring in experts/researchers to validate or add to available information. |
| 5.13 | Participate in the CWS-CARES implementation by preparing end users for the transition from the Child Welfare Services/Case Management System to the CWS-CARES. |

| Task No. | Task Description |
|--|---|
| 5.14 | Assist in state and federal compliance review(s). |
| Task 6 – Additional Subject Matter Expertise Services | |
| 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"> o Identity Management o Data Cleanup Efforts o Conversion Efforts o County research and analysis |
| Task 7 – Unanticipated Tasks | |
| 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.

7. CONTACTS

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

| Contractor – Contract Manager: | |
|---------------------------------------|---|
| Name, Title: | Jan Wolf, Management Analyst III |
| Address: | 1000 S. Main St., Suite 305 Salinas, CA 93901 |
| Telephone Number: | (831) 796-1590 |
| Email Address: | wolfj@co.monterey.ca.us |
| State – Contract Manager: | |
| Name, Title: | Jessie Buan, Contract Manager and Procurement Chief |

Office of Systems Integration
County Subject Matter Expert

County of Monterey
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| | |
|----------------------------------|---|
| State – Contract Manager: | |
| Address: | 2870 Gateway Oaks Drive, Suite 230 Sacramento, CA 95833 |
| Telephone Number: | (916) 842-1912 |
| Email Address: | Jessie.Buan@osi.ca.gov; cc: CWDSContracts@osi.ca.gov |

8. SUBSTITUTE PERSONNEL

- A. In the event that the Contractor's assigned personnel is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
- B. To add or substitute Contractor personnel, the Contractor shall submit an Add, Delete or Substitute 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.

| SALARY INFO | FY 21/22 | FY 22/23 | FY 23/24 | FY 24/25 | TOTAL |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| SALARY (includes 2.5% COLA based on the current supervisory union MOU. Subject to change based on negotiation of future MOUs) | \$ 62,816.50 | \$ 129,402.00 | \$ 133,284.00 | \$ 62,816.50 | \$ 388,319.00 |
| BENEFITS* | \$ 22,292.50 | \$ 51,100.00 | \$ 58,530.00 | \$ 22,292.50 | \$ 154,215.00 |
| OVERHEAD | \$ 16,170.50 | \$ 34,295.00 | \$ 36,445.00 | \$ 16,170.50 | \$ 103,081.00 |
| OVERTIME | | | | | |
| TRAVEL | \$ 28,730.00 | \$ 57,460.00 | \$ 57,460.00 | \$ 28,730.00 | \$ 172,380.00 |
| TOTALS | \$ 130,009.50 | \$ 272,257.00 | \$ 285,719.00 | \$ 130,009.50 | \$ 817,995.00 |

* 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.

- B. For invoices that are properly submitted and undisputed, the OSI agrees to compensate Contractor in accordance with the terms of this Agreement.
- 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) Any overtime itemized separately from regular salary;
 - 3) 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;
 - 4) Copies of signed timesheet(s) or other documentation supporting that the State has provided approval for the items invoiced; and
 - 5) Receipts for travel expenses.
- E. Invoices may be submitted electronically via email or by mail.

Office of Systems Integration
County Subject Matter Expert

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Agreement 75340024
Exhibit B – Budget Detail and Payment Provisions
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- 1) Invoices submitted electronically shall be emailed to: AccountsPayable@osi.ca.gov. Electronic submissions must:
 - a) Be submitted individually. The OSI will not accept multiple invoices submitted in a single email.
 - b) Contain the following in the Subject line:
 - (i) Company Name
 - (ii) Agreement Number
 - (iii) Invoice Number
 - c) Be in PDF format and include all of the supporting documentation as required in this Agreement.
- 2) Invoices submitted by mail shall be sent directly to the following address. Hard copies must be submitted in triplicate and include all of the supporting documentation as required in this Agreement.

**Office of Systems Integration
Attn: Accounting Office
2495 Natomas Park Drive, Suite 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 paid for by the Contractor and accrued by the County Employee from fulfilling the terms of this Agreement shall be reimbursed directly to the Contractor from the State as described in Exhibit B, Section 1.E. The County Employee shall submit a Travel Expense Claim (TEC) using the State-provided template which includes receipts substantiating travel costs for any travel related costs paid directly by the State. TECs shall be submitted not more frequently than once per month in arrears and no less frequently 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.

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

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

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

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

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

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

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

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

**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 Parties may execute an amendment to extend the term of the Agreement for up to one (1) year at no additional cost which shall not to exceed the total contract amount.

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.

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7. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the OSI CWDS Deputy 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 OSI CWDS Deputy 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 OSI CWDS Deputy 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 OSI CWDS Deputy Director shall be final unless, within thirty (30) calendar days from the date of the receipt of the OSI CWDS Deputy 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 Contractor staff who will 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. Contractor staff 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 Contractor staff 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

Contractor staff resources 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 Contractor staff 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 Business Technology Analyst IV 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.

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**EXHIBIT E
SPECIAL PROVISIONS**

1. CONFIDENTIALITY

Contractor and Contractor staff 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

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sanctions against unauthorized access, use, or disclosure found in Civil Code section 1798.55 and Penal Code section 502.

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

| OSI State Contract Manager | OSI Privacy Officer | OSI Information Security Officer |
|--|---|---|
| See the Agreement for State Contract Manager information | Privacy Officer OSI Information Security Office Office of Systems Integration 2495 Natomas Park Drive, Suite 530 Sacramento, CA 95833 Email: privacy@osi.ca.gov Telephone: (916) 263-0744 | Information Security Officer OSI Information Security Office Office of Systems Integration 2495 Natomas Park Drive, Suite 530 Sacramento, CA 95833 Email: cwdsinfosecurity@osi.ca.gov and osiinfosecurity@osi.ca.gov Telephone: (916) 263-0481 |

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

See page two for additional instructions.

1. Affiliate Information

Full Name

Affiliate Contact Business 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**CONTRACTOR RESUME****Arthur B. Lomboy**

IT Professional with over 20+ years of experience in information technology and management information systems. Expert and highly familiar with a wide variety of database systems, business intelligence and reporting, programming, networking, and operating system software. Results-driven IT professional with notable success directing a broad range of corporate technology and information systems initiatives while participating in planning, analysis, and implementation of solutions in support of business objectives. Excel at providing comprehensive project management IT skills, systems analysis, and full life cycle project management. Hands-on experience leading all stages of system development efforts, including requirements definition, design, architecture, testing and support. Outstanding project and program leader; able to coordinate and direct all phases of project-based efforts while managing, motivating and guiding teams.

Areas of Expertise:

- Database Systems and Reporting
- Research and Development
- Regulatory Adherence
- Cost Benefits Analysis
- Policy Planning / Implementation
- Data Integrity / Disaster Recovery
- Risk Assessment / Impact Analysis
- Contingency Planning
- Technical Specifications Development
- Team and Project Leadership

Technical Proficiencies

Database Systems: Microsoft SQL Server 2008, 2012, 2014; Oracle 11g, 12c; IBM DB2, MySQL

Business Intelligence and Reporting: Microsoft Reporting Services, Oracle APEX, Oracle BI, SAS BI, SAP Business Objects, Crystal Reports, ETL development

Platforms: Windows 7, 10; Windows Server 2003, 2008, 2012; IBM OS/390, z/OS, Unix, Android

Networking: TCP/IP, IPX/SPX, SNA, Ethernet, Token Ring, VPN, FTP, Wi-Fi, Mobile Device Management

Languages: C#, .NET, Transact SQL, PL/SQL, SAS, JCL, HTML, Java

Tools: ArcGIS, SAS, ServiceNow, Toad, SQL Server Management Studio, Visual Studio, Oracle SQL Developer, AirWatch, Microsoft Office and Office 365

Professional Experience

Monterey County Department of Social Services – Systems Support
Business Technology Analyst IV

Salinas, CA
December 2002 – Present

Supports the departments' mission critical computer systems and programs which serve to assist the county's citizens. Specialization in supporting and developing the department's child welfare program information systems and technology needs.

Project Manager/Lead Architect for mobilizing the departments' social worker staff (150 users) with secure smartphones and mobile office applications; procurement and integration of smartphones and mobile device management application into technical support infrastructure; review and develop support, security and policy needs. Project includes management of advanced mobile device reporting system and department use.

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Provides expert systems knowledge of the departments critical and complex automated business applications and systems e.g., CWS/CMS, CIV, CMIPS, AACTS, ETO, ArcGIS, SAS BI Server, Microsoft SQL Server and Reporting System, Oracle DB, Oracle Business Intelligence and IBM z/OS (mainframe) DB2.

Developed advanced reporting systems and procedures, data warehousing infrastructure, and management reports utilizing industry standard business intelligence tools, SQL, SAS, JCL, CL and C# programming languages and ArcGIS. Reports developed and created are based on legislatively mandated reporting requirements for management of programs supported by state, federal and other special sources of program funding. Research based reporting is also a responsibility for systems and report development.

Created internal business intelligence and data warehousing reporting system for the department's child welfare program. System is comprised of SAS, IBM and Oracle components. Established ETL processes from the State

of California child welfare system CWS/CMS residing on IBM z/OS mainframe to local SAS based data warehouse residing on Oracle BI server. Secure FTP batch processes are used to move database data files between the State network and local county network for daily and monthly data transfers. Over 100 automated reports run monthly and 10 program critical automated reports are run daily.

Duties include managing technology/system projects utilizing project management techniques like planning a project, conducting need analysis, cost-benefit analysis, timeline development, user acceptance testing and training.

Systems support duties include providing liaison services between systems and program, creating application support procedures to assist DSS's Systems Support Help Desk staff, coordinating application updates with Monterey County's Information Technology Department, State of California Office of Systems Integration (OSI) and third-party vendors.

Additional duties include requisitioning new computer equipment/resources through the State of California's Advanced Planning Document (APD). The APD requisition process involves providing a business justification for purchases, cost and cost allocation analysis, using authorized procurement methods, cost benefit analysis and insuring contract terms between the county and vendors are consistent with State requirements.

Under general direction, identifies and defines opportunities and strategies to use information technology to simplify, integrate, secure and improve County departmental business and administrative processes; analyzes departmental business needs and problems in relation to business technology applications, services, and products; manages the most difficult and complex projects; provide lead supervision on project or application basis; and performs related duties as required. Projects have ranged from migrating to new database systems; updating network infrastructure; development and implementation of new fourth generation reporting systems.

Past project manager/developer for the department wide implementation of Adobe Experience Manager (AEM). AEM is designed to take critical paper-based forms and make them paperless with database reporting ability. Developed project charter for implementation of AEM, lead/managed a team of four junior level developers/programmers in developing paperless forms, reviewed paper-based business processes and developed plan to code and integrate them into paperless business processes and web based interactive forms. Due to technical maturity of AEM, related to incorporation of Microsoft Active Directory into AEM, it was decided to use Microsoft based web application development for paperless form needs. Currently, overseeing development of two mission critical paperless forms identified from the AEM project.

Serve as lead and standby manager for the Department of Social Services Systems Support Unit that includes 1 executive position, 2 senior management positions, 2 middle management positions, 2 supervisor positions and 12 systems support positions. The unit currently supports 800+ end users. The department has \$285 million-dollar budget.

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Works with State of California OSI and Monterey County Information Technology departments to achieve technology needs identified by the Department of Social Services.

Participates in State of California's mission critical child welfare application CWS/CMS Technical Advisory Committee and County Access to Data workgroups. The former is responsible for managing technical aspects of the application and the latter works on managing data reporting aspects of the system. Currently Chair for the Bay Area Regional Coordinators (BARC) workgroup. BARC works towards improving child welfare systems and programs. Supports and develops the department's child welfare program information systems and technology needs.

I have expert knowledge of the CWS/CMS child welfare case management system and I am the Single Point of Contact and SAP Business Objects Administrator for the County of Monterey, Department of Social Services CWS/CMS application. In addition I am CWS-CARES implementation project manager.

For outcome research, I am resource to the State of California, Department of Social Services and the University of California, Berkeley, Center for Social Services Research in assisting in development of an outcome reporting system for California's Child Welfare Performance Indicator Project (CCWPIP) and other social service programs. Outcome reports and data analysis for the CCWPIP project are derived from CWS/CMS (Child Welfare System / Case Management System). Working with the California Department of Social Services Research Branch, used ArcGIS with U.S. Census TIGER data and Monterey County's CalFresh participant data and created maps that showed areas within Monterey County that could use additional outreach efforts.

Central Coast Community Health Care, Inc.
Information Systems Manager

Monterey, CA
January 1996 – October 2002

Responsible for support services, network security, system backups, integration of computer systems and resources with five locations, 300+ employees and revenue base of \$38 million dollars.

Managed technology projects, deployment procedures, specifications and documentation. Managed telephone, voicemail and data communication systems.

Negotiated, contracted and procured computer/telephone services and systems. Prepared and presented board memorandums, reports, and summaries.

Maintained and developed billing, accounting and fund raising computer systems. Reviewed and implemented state and federal mandated reporting procedures.

Maintained average yearly IS budget of \$950,000.

Supervised and trained 1 Database Analyst, 3 MIS Technicians, and 1 Helpdesk Coordinator. Established frame-relay Wide Area Network for cost savings via data/voice consolidation and VOIP.

Successfully relocated organization to new facilities. Relocation involved the move, upgrade of telephone equipment and migration of network infrastructure components to Cisco systems, Fast and Gigabit Ethernet and the use of Voice Over IP. Analog phone services were consolidated onto a T1 digital super trunk for cost savings and performance. 175+ PC Workstations, 4 Novell servers, 1 Windows NT 4.0 RAS server, 1 Windows 2000 Server (Intranet) all on a token-ring network were migrated to Fast/Gigabit Ethernet. A Gigabit backbone was established using a Cisco Catalyst 4000 and (4) 3500 switches. 1 AS/400 and assorted AS/400 printers remain on the legacy token-ring system, a Windows 2000 (Intranet) server provides routing between Token-ring and Ethernet networks utilizing TCP/IP. Cisco wireless LAN components were also put in place for wireless communications. Access to the Internet was established via T1 with Cisco PIX firewall. Dial-up connections to Medicare and Medi-Cal were replaced with frame-relay connections utilizing TCP/IP.

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Developed, planned and implemented successful migration from AS/400 platform and applications to Windows 2000 platform and applications utilizing Active Directory, TCP/IP and six Windows 2000 servers.

Migrated organization's email system from Novell Groupwise 4.1a to Microsoft Exchange 2000 Server with Microsoft Outlook clients. SMTP was used to send and receive Internet Mail.

Successfully implemented Department of Health Services Prospective Payment System (PPS). Developed HIPAA compliance plan.

Installed and configured two tele-homecare systems, provided by Home Care Information Systems and Tele-Homecare, for home health care research and real-time reporting of patient vital signs for patient care needs. Trained staff on using systems and reports. Home Care Information Systems consisted of real-time PC based video and voice interaction between health care professionals and patients by modem. Vital life signs could be taken real-time and logged into electronic patient file. Tele-Homecare consisted of vital life signs units that transmitted data via Skytel paging system. Patient information was then transferred from Skytel to the Tele-Homecare server by modem. Tele-Homecare server could be accessed via TCP/IP throughout enterprise. Conducted research on feasibility of incorporating tele-homecare systems into organizations billing system. Both systems proved to be successful in reporting on patient vital signs and care.

EDUCATION

UCLA Extension
Computer Science, Management Information Systems

Los Angeles, CA

Santa Monica College
Undergraduate Studies

Santa Monica, CA

Monterey Peninsula College
Electronics, Computer Science

Monterey, CA