



AGREEMENT NUMBER 10-0701-17
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Department of Child Support Services
 CONTRACTOR'S NAME
Tulare County, Department of Child Support Services
- The term of this Agreement is: **July 1, 2017** through **June 30, 2018**
- The maximum amount of this Agreement is: **\$ 27, 521.00**
 Twenty-Seven Thousand Five Hundred Twenty-One Dollars and 00/100
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page (s)
Exhibit A.1 – Duty Statement	1 page
Exhibit B – Budget Detail and Payment Provisions	3 page (s)
Exhibit B.1 – Budget Detail	1 page
Exhibit C – General Terms and Conditions	2 page (s)
Exhibit D – Special Terms and Conditions	2 page (s)
Exhibit E – Employee Concurrence	1 page
Exhibit F – Information Privacy and Security Requirements	8 page (s)
Exhibit F.1 – Data Security Standards	4 page (s)

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Tulare County, Department of Child Support Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Pete Vander Poel, Chairman, Board of Supervisors, Tulare County		
ADDRESS 8040 West Doe Avenue Visalia, CA 93291		
STATE OF CALIFORNIA		
AGENCY NAME Department of Child Support Services		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly Peng, Chief, Procurement and Contract Branch		
ADDRESS PO Box 419064 Rancho Cordova, CA 95741-9064		

Exempt per:
GC 19050-8

EXHIBIT A
SCOPE OF WORK

1. PURPOSE

This inter-jurisdictional employee exchange agreement is executed between the California Department of Child Support Services (DCSS) and Tulare County Department of Child Support Services with the concurrence of the assigned employee, John Higgins. The purpose of this inter-jurisdictional employee exchange is to obtain county child support services expertise in support of the Child Support Program and the California Child Support Automation System (CCSAS) Project, pursuant to Welfare and Institutions Code section 10082, subdivision (i). This agreement has been executed pursuant to the provisions governing temporary assignments and loans of civil service employees set forth in Government Code section 19050.8 and following regulations in Title 2, California Code of Regulations sections 427 and 442.

2. DEFINITION OF TERMS

- A. "Agreement" refers to this Agreement Number 10-0701-17.
- B. "County" means County of Tulare, acting through the Tulare County Department of Child Support Services.
- C. "CCSAS" means the California Child Support Automation System.
- D. "DCSS" means the California Department of Child Support Services.
- E. "Employee" means the assigned employee, John Higgins.
- F. "LCSA" means the Local Child Support Agency.
- G. "State" means the Executive Branch of the State of California.
- H. "Long-Term Travel Assignment" means a temporary assignment of 31 days or more to a given location other than headquarters.
- I. "In the vicinity of DCSS" means within 50 miles (one way) of DCSS' Rancho Cordova location.

3. RESPONSIBILITIES OF THE PARTIES

- A. The County agrees to loan and assign to DCSS the Employee for the support of the Child Support Program and the CCSAS Project. Employee agrees to provide his/her expertise to DCSS. DCSS agrees to accept the assignment and the services of the Employee.
- B. The duties and responsibilities of the position are set forth in the attached Exhibit A.1, Duty Statement, Local Child Support Agency, California Child Support Automation System, Staff Counsel. Employee shall serve under the direct supervision and control of Management staff in the Office of Legal Services of the Child Support Services Division.
- C. During the term of this Agreement, the County shall continue to employ Employee in the classification of (Extra Help Child Support Attorney V, Step 5). The County may employ temporary or limited term help to assume the duties and responsibilities of the Employee during the term of this Agreement.

EXHIBIT A continued

- D. During the term of this Agreement, the County shall credit to Employee all time credits that would accrue to Employee absent this Agreement for the purposes of determining seniority, promotional status, retirement date, and other employment benefits. No such corresponding State benefits shall accrue to Employee during the term of this Agreement.
- E. During the term of this Agreement, all other benefits of employment shall continue to accrue to Employee, including the employer's share of the cost of health insurance, life insurance, retirement benefits, sick leave and vacation accrual, merit salary adjustments if applicable, and holiday time off.
- F. The Employee and the DCSS Contract Manager shall mutually develop a plan for knowledge transfer to the DCSS. The knowledge transfer plan may include mutually agreed upon topics, timeframes, and identification of which DCSS employees will receive this training.
- G. Although Employee shall remain employed by the County, and shall not be considered an employee of the State of California, it is understood that in order to perform the duties set forth in Exhibit A.1, Duty Statement, Employee shall act with the actual and apparent authority of DCSS. Accordingly, DCSS and the County will indemnify the other to the extent of the respective proportion of liability, and as more specifically set forth in Paragraphs 1 and 2 of Exhibit D to this Agreement.
- H. During the term of this Agreement, the Chief Counsel of DCSS shall conduct any job performance appraisal that would otherwise be required by the County for the Employee at least once every two years, utilizing the evaluation forms and general standards adopted by Tulare County for its employees. A copy of the evaluation shall be provided to Employee and Director of Child Support Services, and the original filed in Employee's official County personnel file.

4. COMMUNICATION

- A. The Contract Managers during the term of this Agreement will be:

DCSS/CCSAS	Tulare County DCSS
Kathleen Hrepich, Chief Counsel	Roger Dixon
Office of Legal Services	Director, Tulare County DCSS
(916) 464-5181	(559) 713-5781
kathy.hrepich@dcss.ca.gov	rdixon@co.tulare.ca.us

- B. All official communication from the County to DCSS shall be directed to the DCSS Contract Manager.

EXHIBIT A.1
DUTY STATEMENT

LOCAL CHILD SUPPORT AGENCY (LCSA)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
Staff Counsel

1. GENERAL ASSIGNMENT

Under the general direction of the Chief Counsel, the Child Support Staff Counsel ("Counsel") performs any and all complex and sensitive legal work of the Department relating to child support programs and systems.

2. SPECIFIC ASSIGNMENT

Counsel is required to have extensive contacts both within and outside the Department including, but not limited to, the Child Support Directors Association, local child support agencies and other county departments, the judiciary, the legislature, the Attorney General's Office and other state departments/agencies, private attorneys, employers, and customers. Counsel is given some discretion and independence, depending on experience in the performance of the duties. As an expert in the laws relating to child support, Counsel analyzes federal and state law and regulations and case law and provides legal advice and counsel to Department officials and staff regarding child support programs and systems. The duties include:

- 45% Provides legal advice, expertise, and support to Department officials and their agents regarding child support programs. Provides legal advice to the local child support agencies on the appropriateness of filing appeals to California appellate courts, including the California Supreme Court.
- 25% Consults with Department officials, makes recommendations on policies, and provides legal advice on child support programs and systems, including: business requirements, forms and pleadings.
- 15% Drafts and analyzes existing and proposed legislation and regulations and the impact such will have on child support programs and systems.
- 10% Plans and participates in outreach activities for child support programs and systems with stakeholders, including: the Child Support Directors Association, local child support agencies and other county departments, the judiciary, the legislature, the state bar and private attorneys, child support professionals, other officials involved with the administration of child support programs, employers, and customers.
- 5% Reviews and makes recommendations to Department officials regarding proposed departmental actions for compliance with federal and state statutes and regulations for child support programs and systems.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, DCSS agrees to reimburse the County for actual expenditures incurred in accordance with the attached Exhibit B.1, Budget Detail.

Detailed invoices and supporting documents for actual services shall include the Agreement Number 10-0701-17 and must be submitted in duplicate quarterly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
Contracts Fiscal Unit, MS 621
P.O. Box 419064
Rancho Cordova, CA 95741-9064

Supporting documentation, including timesheets, shall be submitted to the DCSS Contracts Fiscal Unit and the DCSS Contract Manager on a monthly basis and be subject to approval by the DCSS Contract Manager prior to approval of invoices.

Invoices not containing this information may be returned with requests for the inclusion.

2. IN-STATE TRAVEL

The following paragraphs A through E, identify the authorities and principles that apply in the appropriate reimbursement of cost for travel, which includes attending required meetings and continuing education courses at the DCSS Rancho Cordova office and other locations:

- A. Short-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in Title 2, California Code of Regulations section 599.619, subdivision (a).
- B. Long-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in Title 2, California Code of Regulations, section 599.619, subdivision (b). Reimbursement for meals and incidentals may not be claimed for both long-term travel and short-term travel.
- C. Travel expenses for transportation may be reimbursed at the rates described in the Title 2, California Code of Regulations, sections 599.626.1 and 599.631.
- D. Actual travel expenses associated with specific travels will be authorized and reimbursed at the discretion of DCSS Contract Manager and as such, they may require pre-approval by DCSS Contract Manager.
- E. The application of short term or long term travel rules is dependent upon the consideration of the location of the headquarters, as well as the primary and secondary residence of the Employee in a given assignment or situation.
- F. The Employee is entitled to the following travel reimbursements:

EXHIBIT B continued

- 1) Employee maintains a primary residence in Tulare County; and travels to the DCSS Rancho Cordova office and other locations on an as-needed basis. For the purposes of reimbursing employee for the additional cost incurred in working for DCSS, the Tulare County, LCSA office will be considered as headquarters of Employee and travel cost reimbursement based upon the short term travel rules will be paid as follows.
- 2) Employee may claim transportation reimbursement for round trips from his residence to the DCSS Rancho Cordova office and other locations. The rate of reimbursement shall be in accordance with the Internal Revenue Service's (IRS) current published mileage reimbursement rates for the use of private vehicle or airfare, whichever is less.
- 3) Reimbursements will only be provided for lodging, meals, and incidentals when traveling to the DCSS Rancho Cordova office or locations other than the Employee's Tulare County headquarters.

3. OUT-OF-STATE TRAVEL

No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

4. REIMBURSEMENT PROCESS

- A. Employee shall submit proof of travel expenses to the DCSS Contract Manager. The DCSS Contract Manager will review and verify the accuracy of the Employee's travel expense claim. The DCSS Contract Manager will approve/disapprove the travel expense claim in writing. In the event the travel expense claim is disapproved by the DCSS Contract Manager, the Employee will continue to submit a corrected travel expense claim until it is approved by the DCSS Contract Manager. Employee shall submit approved travel claim to County.
- B. The County will include any claim for reimbursement as a separate line item on the Monthly Invoice for Inter-jurisdictional Employee Exchange Agreement (DCSS 0537) and submit it to the DCSS Contract Manager.
- C. DCSS Contracts Fiscal Unit and Contract Manager will review the completed invoice and DCSS Accounting will reimburse the County for allowable expenditures. DCSS Accounting will not reimburse the County for unauthorized expenses or expenses exceeding the maximum reimbursement amounts as specifically described in or referenced by the Agreement.

5. STATE BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the State 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, DCSS shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this agreement.

EXHIBIT B continued

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DCSS shall have the option to: either cancel this Agreement with no liability occurring to DCSS; or offer an Agreement Amendment to the County to reflect the reduced amount.

6. FOR 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 which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
- D. DCSS has the option to void the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.

7. 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) once the invoices have been submitted correctly.

8. REVIEWS

DCSS reserves the right to review levels and billing procedures as they impact charges against this Agreement.

9. FINAL BILLING

Final billing for services must be received by DCSS within 90 days following the end of the agreement.

EXHIBIT B.1
BUDGET DETAIL
(July 1, 2017 – June 30, 2018)

Description of Costs	Monthly Costs	FY 07/01/2017 - 06/30/2018
		12 months Amts. rounded
Salary	\$ 1,645.16	\$ 19,742.00
Worker's Comp	\$ 166.66	\$ 0.00
Retirement	\$	\$
Social Security	\$	\$
Insurance	\$	\$
Medicare	\$	\$
Health Insurance	\$	\$
Unemployment Insurance	\$	\$
Life Insurance	\$	\$
Disability Insurance	\$	\$
Dental Insurance	\$	\$
Bar Dues	\$	\$ 500.00
Family Law Publications	\$	\$ 800.00
Lexis/Nexis	\$ 220.00	\$ 2,640.00
Other - FICA Employer Share	\$ 25.00	\$ 300.00
Other – Misc. Office Supplies	\$	\$ 539.00
Other - Retiree Medical Insurance	\$	\$
Description Subtotal	\$ 2,056.82	\$ 24,521.00
Travel Costs:		
Short Term Travel ¹	\$ 250.00	\$ 3,000.00
Long Term Travel	\$	\$
Travel Subtotal	\$ 250.00	\$ 3,000.00
Contract Total per FY		\$ 27,521.00

TOTAL CONTRACT COSTS \$27,521.00

¹ The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred and pursuant to the limitations described in the Agreement. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the travel policies and procedures specified in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL

This Agreement is of no force or effect until signed by both parties and concurred by the assigned Employee.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and concurred by the assigned Employee. 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 County, either in whole or in part, without the consent of DCSS and the concurrence of the loaned Employee in the form of a formal written amendment.

4. AUDIT

County agrees that DCSS has the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County 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. County 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.

5. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree to indemnify, defend and save harmless each other, their officers, agents, and employees from any and all claims and losses accruing or resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by one on account of any claim therefore, including any claims and losses accruing or resulting to any person, who may be injured or damaged by the Employee, in the performance of the Agreement, except where such indemnification is prohibited by law.

6. WORKERS' COMPENSATION

DCSS shall reimburse County for all costs related to an injury or disability of Employee should Employee become injured or disabled as a result of the duties required of Employee as set forth in Exhibit A.1, Duty Statement, during the term of this Agreement to the same

EXHIBIT C continued

extent the County may be liable for such costs under the laws of the State of California concerning the provision of workers' compensation benefits.

7. DISPUTES

County shall continue the assignment of the Employee under this Agreement during any dispute.

8. TERMINATION OF AGREEMENT OR ASSIGNMENT

Either appointing authority, DCSS or County, or the Employee may terminate the assignment at any time for any reason. The parties and the Employee agree to give written notice of intent of termination within a reasonable length of time in advance of the actual termination of the assignment and providing of services to DCSS.

9. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

10. 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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. The County 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, material men, 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 the County in the performance of this contract.

Notwithstanding the foregoing, when such claims or losses arise from acts or omissions of the employee of the County loaned to the Department pursuant to this Agreement when such employee is engaged in performing services for and under the direction and control of the Department, the State shall indemnify, defend and save harmless the County from liability for any such claims by or losses to any person unless the acts or omissions causing the harm are proximately caused by negligent selection by the County of the employee loaned to the Department.

2. The County, and the officers, agents and employees of County other than the employee of the County who is loaned to the Department under this Agreement shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of the State. The employee of the County who is loaned to the Department under this Agreement shall be deemed to be acting as an employee of the Department, and not as an independent contractor, in all respects except payment of compensation and benefits, when performing services for and under the direction of the Department.

3. **DISPUTE PROVISIONS**

A. If the County disputes a decision of DCSS's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, County shall provide written dispute notice to DCSS's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

- 1) the decision under dispute;
- 2) the reason(s) County believes the decision of the DCSS representative to have been in error (if applicable, reference pertinent contract provisions);
- 3) identification of all documents and substance of all oral communication which support County's position; and
- 4) the dollar amount in dispute, if applicable.

B. Upon receipt of the written dispute notice, the DCSS program management will examine the matter and issue a written decision to the County within 15 calendar days. The decision of the representative shall contain the following information:

- 1) a description of the dispute;
- 2) a reference to pertinent contract provisions, if applicable;

EXHIBIT D continued

- 3) a statement of the factual areas of agreement or disagreement; and
 - 4) a statement of the representative's decision with supporting rationale.
- C. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, County files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services
Attention: Chief, Budget & Procurement Branch
P.O. Box 419064, MS 621
Rancho Cordova, CA 95741-9064

Pending resolution of any dispute, County shall diligently continue all contract work and comply with all of the representative's orders and directions.

4. STATEMENT OF ECONOMIC INTERESTS

- A. In accordance with Title 22, California Code of Regulations, Section 123000, "consultants" are required to complete Statements of Economic Interests (Form 700) at the time of taking office, leaving office, and on an annual basis. A "consultant" is generally defined by law as one who advises, makes recommendation, conducts research, presents a report, analysis or opinion to governmental decision makers and thereby either influences or participates in governmental decision making.
- B. Upon further determination of the DCSS Contract Manager, Employee might be subject to completion and submittal of Statements of Economic Interest. Noncompliance shall be cause for termination of this Agreement.

5. WORKPLACE POLICIES AND INCOMPATIBLE ACTIVITY STATEMENT

The Employee shall read, understand, and agree by signing all workplace policies and the Incompatible Activities Statement policy provided by the DCSS Contract Manager prior to the first workday. Noncompliance shall be cause for termination of this Agreement.

6. CONTRACT LANGUAGE FOR GENERAL SERVICES

The Contractor agrees to comply with and assume responsibility for compliance by his or her employees of the terms and conditions of the Contract Language for General Services contained in Internal Revenue Services (IRS) Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities*. The Contract Language for General Services is found within IRS Publication 1075 at the following website:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>.

EXHIBIT E
EMPLOYEE CONCURRENCE

Government Code Section 19050.8 authorizes employee loan and assignment agreements between government agencies. The concurrence below acknowledges the employee's voluntary consent to this Agreement to loan and assign the Employee to DCSS:

I, **John Higgins**, hereby give my voluntary consent and concurrence to participate in the employee loan program whereby I am assigned to the State of California Department of Child Support Services, with the duties outlined in Exhibit A.1, Local Child Support Agency California Child Support Automation System Staff/Program Specialist Duty Statement.

I hereby acknowledge that I read and understood the Agreement. I also acknowledge that I understand my rights and obligations outlined in the Agreement and I will abide by those provisions.

John Higgins

Date

EXHIBIT F
INFORMATION PRIVACY AND SECURITY REQUIREMENTS

This Information Privacy and Security Requirements Exhibit (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Tulare County, Department of Child Support Services (herein referred to as "Contractor") is obligated to follow with respect to any personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of the California Department of Child Support Services (hereinafter "DCSS"), pursuant to Contractor's agreement with DCSS. (Such personal and confidential information is referred to herein collectively as "DCSS PCI".) DCSS and Contractor desire to protect the privacy and provide for the security of DCSS PCI pursuant to this Information Privacy and Security Requirements (IPSR) Exhibit and in compliance with State and Federal laws applicable to the DCSS PCI:

- CA FC §17212
- Title 22 CCR §111430
- Title 22 CCR §111440
- CA CC §1798.29 et seq.

1. **ORDER OF PRECEDENCE**

With respect to information privacy and security requirements for all DCSS PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DCSS, including Exhibit A, Scope of Work, all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

2. **EXCEPTIONS AND EXCLUSIONS**

Any and all exceptions and exclusions to this Exhibit and Exhibit F.1, Data Security Standards, must be approved by the DCSS Information Security Office (ISO). If terms described in this Exhibit and Exhibit F.1 are considered not applicable according to specific or unique terms defined in other Exhibits, exceptions or exclusions will be detailed in Exhibit F.2, Exceptions and Exclusions, to this Exhibit.

3. **EFFECT ON LOWER TIER TRANSACTIONS**

The terms of this Exhibit apply to all contracts, subcontracts, subawards, scope/statements of work (SOW), and interagency agreements (IAA), and the information privacy and security requirements Contractor is obligated to follow with respect to DCSS PCI disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of DCSS, pursuant to Contractor's agreement with DCSS. When appropriate, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

EXHIBIT F Continued

4. DEFINITIONS

For purposes of the agreement between Contractor and DCSS, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

- 1) the unauthorized acquisition, access, use, or disclosure of DCSS PCI in a manner which compromises the security, confidentiality or integrity of the information; or
- 2) the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

- 1) does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
- 2) is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by DCSS; or
- 3) is "personal information" as defined in this Exhibit.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

- 1) by itself directly identifies or uniquely describes an individual; or
- 2) creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
- 3) meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
- 4) is one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (2); or
- 5) meets the definition of "medical information" set forth in either California Civil Code section 1798.29(h)(2) or California Civil Code section 56.05(j); or
- 6) meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(h)(3); or
- 7) is protected from disclosure under applicable state or federal law.

E. Security Incident: "Security incident" means:

- 1) an attempted breach; or
- 2) the attempted or successful modification or destruction of DCSS PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and DCSS, including this Exhibit; or

EXHIBIT F Continued

- 3) the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system that negatively impacts the confidentiality, availability or integrity of DCSS PCI.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

5. DISCLOSURE RESTRICTIONS

The Contractor and its employees, agents, or sub-contractors shall protect from unauthorized disclosure any DCSS PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DCSS (including this Exhibit), any DCSS PCI to anyone other than DCSS without prior written authorization from the DCSS Program Contract Manager, except if disclosure is required by State or Federal law.

6. USE RESTRICTIONS

The Contractor and its employees, agents, or subcontractors shall not use any DCSS PCI for any purpose other than carrying out the Contractor's obligations under its agreement with DCSS.

7. SAFEGUARDS

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, security, confidentiality, integrity, and availability of DCSS PCI, including paper or electronic DCSS PCI. At each location where DCSS PCI is located, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DCSS, including this Exhibit, and which incorporates the requirements of Section 8, Security, below. Contractor shall provide DCSS with Contractor's current and updated policies.

8. SECURITY

The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DCSS PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Data Security Standards set forth in Exhibit E.1 to this Exhibit.

9. SECURITY OFFICER

At each location where DCSS PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with DCSS on matters concerning this Exhibit.

EXHIBIT F Continued

10. TRAINING

The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with DCSS, including this Exhibit, or otherwise use or disclose DCSS PCI.

- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for DCSS inspection for a period of three (3) years following contract termination.

11. EMPLOYEE DISCIPLINE

Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally violate any provisions of this Exhibit.

12. BREACH AND SECURITY INCIDENT RESPONSIBILITIES

- A. Notification to DCSS of Breach or Security Incident: The Contractor shall notify DCSS **immediately by telephone call plus email** upon the discovery of a breach (as defined in this Exhibit), or **within 24 hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DCSS immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12., F., below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DCSS PCI in electronic or computerized form, notification to DCSS shall be provided using the contact information listed in Section 12., F., below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor.

Contractor shall take:

- 1) prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 - 2) any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DCSS Program Contract Manager and the DCSS Chief Information Security Officer of:

EXHIBIT F Continued

- 1) what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
- 2) a description of the unauthorized persons known or reasonably believed to have improperly used the DCSS PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DCSS PCI, or to whom it is known or reasonably believe have had the DCSS PCI improperly disclosed to them; and
- 3) a description of where the DCSS PCI is believed to have been improperly used or disclosed; and
- 4) a description of the probable causes of the breach or security incident; and
- 5) whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

DCSS reserves the right to participate in the investigation of a security incident involving DCSS PCI or conduct its own independent investigation, and Contractor shall cooperate fully in such investigations.

- C. Written Report: The Contractor shall provide a written report of the investigation to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DCSS PCI, Contractor shall, at its sole expense, and at the sole election of DCSS, either:
- 1) make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DCSS Chief Information Security Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 - 2) cooperate with and assist DCSS in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DCSS PCI, Contractor shall, at its sole expense, and at the sole election of DCSS, either:
- 1) electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of California Civil Code section 1798.29. Contractor shall inform

EXHIBIT F Continued

- the DCSS Chief Information Security Officer of the time, manner and content of any such submissions, **prior** to the transmission of such submissions to the Attorney General; or
- 2) cooperate with and assist DCSS in its submission of a sample copy of the notification to the Attorney General.

F. DCSS Contact Information: To direct communications to the above referenced DCSS staff, the Contractor shall initiate contact as indicated herein. DCSS reserves the right to make changes to the contact information below by written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DCSS Program Contract Manager	DCSS Chief Information Security Officer
See Exhibit A for Program Contract Manager	Chief Information Security Officer Information Security Office California Department of Child Support Services P.O Box 419064, MS 440 Rancho Cordova, CA 95741-9064 Email: information.security@dcss.ca.gov Telephone: (916) 464-5045

13. DOCUMENTATION OF DISCLOSURES FOR REQUESTS FOR ACCOUNTING

Contractor shall document and make available to DCSS or (at the direction of DCSS) to an Individual such disclosures of DCSS PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.

14. REQUESTS FOR DCSS PCI BY THIRD PARTIES

The Contractor and its employees, agents, or sub-contractors shall promptly transmit to the DCSS Program Contract Manager all requests for disclosure of any DCSS PCI emanating from third parties to the agreement between Contractor and DCSS (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

15. AUDITS, INSPECTION AND ENFORCEMENT

From time to time, DCSS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor will allow audits or inspections by individuals authorized by the DCSS ISO at the Contractor premises during regular business hours, with five (5) business day's prior notice for purposes of determining compliance with the terms of this Agreement. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DCSS Program Contract Manager in writing.

EXHIBIT F Continued

16. RETURN OR DESTRUCTION OF DCSS PCI ON EXPIRATION OR TERMINATION

On expiration or termination of the agreement between Contractor and DCSS for any reason, Contractor shall return or destroy the DCSS PCI. If return or destruction is not feasible, Contractor shall explain to DCSS why, in writing, to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12., F., above.

- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DCSS PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the DCSS PCI or returns the DCSS PCI to DCSS; provided however, that on expiration or termination of the agreement between Contractor and DCSS, Contractor shall not further use or disclose the DCSS PCI except as Required by state or federal law.
- C. Notification of Election to Destroy DCSS PCI: If Contractor elects to destroy the DCSS PCI, Contractor shall certify in writing, to the DCSS Program Contract Manager and the DCSS Chief Information Security Officer, using the contact information listed in Section 12., F., above, that the DCSS PCI has been destroyed.

17. AMENDMENT

The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of DCSS PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

18. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Contractor shall make itself and any sub-contractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DCSS, available to DCSS at no cost to DCSS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DCSS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its sub-contractor, employee or agent is a named adverse party.

19. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DCSS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

EXHIBIT F Continued

20. INTERPRETATION

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws and regulations.

21. SURVIVAL

If Contractor does not return or destroy the DCSS PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections 6., 7., and 8. of this Exhibit shall survive the termination or expiration of the agreement between Contractor and DCSS.

EXHIBIT F.1
DATA SECURITY STANDARDS

1. GENERAL SECURITY CONTROLS

- A. Confidentiality Statement: All persons that will be working with DCSS PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DCSS PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DCSS inspection for a period of three (3) years following contract termination.
- B. Media Protection: All workstations and laptops that process and/or store DCSS PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key at minimum. The encryption solution must be full disk unless approved by the DCSS Information Security Office.
- C. Server Security: Servers containing unencrypted DCSS PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- D. Minimum Necessary: Only the minimum necessary amount of DCSS PCI required to perform necessary business functions may be copied, downloaded, or exported.
- E. Removable Media Devices: All electronic files that contain DCSS PCI must be encrypted when stored on any removable media or portable device (i.e. USB drives, CD/DVD, smartphone, backup tapes, etc.) using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key at minimum.
- F. Anti-malware Software: All workstations, laptops and other systems that process and/or store DCSS PCI must install and actively use a managed and comprehensive anti-malware software solution with automatic updates scheduled at least daily.
- G. Patch Management: All workstations, laptops and other systems that process and/or store DCSS PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, emergency (vulnerability and active exploit) patches must be applied immediately, while critical (vulnerability and no exploit known) patches must be applied within one week. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- H. User IDs and Password Controls: All users must be issued a unique user name for accessing DCSS PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared.

EXHIBIT F.1 Continued

- Must be at least eight characters.
 - Must be a non-dictionary word.
 - Must not be stored in readable format on the computer.
 - Must be changed every 60 days.
 - Must be changed if revealed or compromised.
 - Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- I. Data Destruction/Sanitization: All records received by each party under this Agreement, and any database(s) created, copies made, or files attributed to the records received will be destroyed when they are no longer needed for the business purpose for which they were obtained, or within 30 calendar days of termination of the contract, using confidential destruction methods, such as secure shredding, burning, degaussing, erasing, or other **certified or witnessed** destruction methods. This information includes information stored on magnetic tapes, discs, and other media. The records shall be destroyed in accordance with decisions and methods described in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88.
- J. Unique Identification: Contractor's network security architecture must be able to uniquely identify all access to DCSS PCI obtained and used in the performance of this Agreement.
- K. Secure Areas: Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the agreement.
2. SYSTEM SECURITY CONTROLS
- A. Screen Lock: All systems accessing DCSS PCI must not be left unattended and logged on unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel. All systems accessing DCSS PCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 10 minutes of inactivity.
- B. Warning Banners: All systems containing DCSS PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. System Logging: The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DCSS PCI, or which alters

EXHIBIT F.1 Continued

DCSS PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DCSS PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence, seven (7) years for systems storing or transmitting Federal Tax Information (FTI).

- D. Access Controls: The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. Transmission Encryption: All data transmissions of DCSS PCI must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key at minimum. Encryption can be end to end at the network level, or the data files containing DCSS PCI can be encrypted. This requirement pertains to any type of DCSS PCI in motion such as website access, file transfer, and E-Mail.
- F. Intrusion Detection: All systems involved in accessing, holding, transporting, and protecting DCSS PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. AUDIT CONTROLS

- A. System Security Review: All systems processing and/or storing DCSS PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. Log Reviews: All systems processing and/or storing DCSS PCI must have a routine procedure in place to periodically review system logs for unauthorized access.
- C. Change Control: All systems processing and/or storing DCSS PCI must follow a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. BUSINESS CONTINUITY / TECHNOLOGY RECOVERY CONTROLS

- A. Technology Recovery: Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DCSS PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. Data Backup Plan: **Contractor must have established documented procedures to backup DCSS PCI** to maintain retrievable exact copies of DCSS PCI. The plan must include a regular schedule for creating backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DCSS PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DCSS data.

EXHIBIT F.1 Continued

5. PAPER DOCUMENT CONTROLS

- A. Supervision of Data: DCSS PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DCSS PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. Escorting Visitors: Visitors to areas where DCSS PCI is contained shall be escorted and DCSS PCI shall be kept out of sight while visitors are in the area.
- C. Confidential Destruction: DCSS PCI must be disposed of through confidential means, using NIST SP 800-88 standard and applicable methods for data sanitization when the DCSS PCI is no longer needed.
- D. Removal of Data: DCSS PCI must not be removed from the premises of the Contractor except with express written permission of DCSS.
- E. Faxing: Faxes containing DCSS PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. Mailing: DCSS PCI shall only be mailed using secure methods. Large volume mailings of DCSS PCI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DCSS approved solution.