



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
04051-24
Dept., Division, FY, #)
H&SS E&ES
BUDGET ACCOUNT:
7662 & 3203
SUBJECT ACCOUNT:
2263 & 2271

1. This Contract is entered into between the County of Solano and the Contractor named below:

AgreeYa Solutions Inc.

CONTRACTOR'S NAME

2. The Term of this Contract is:

12/6/2023 to 12/5/2024

3. The maximum amount of this Contract is:

\$ 748,800

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

Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provision
Exhibit C – General Terms and Conditions
Exhibit D – Special Terms and Conditions

This Contract is made on October 20, 2023.

CONTRACTOR	COUNTY OF SOLANO
AgreeYa Solutions Inc. CONTRACTOR'S NAME	<div>12/12/2023 04:03 PM EST</div> <div>Bill Emlen COUNTY ADMINISTRATOR TITLE</div> <div>275 Beck Ave. ADDRESS</div> <div>Fairfield CA 94533 CITY STATE ZIP CODE</div> <div>Approved as to Content: Gerald Huber DEPARTMENT HEAD OR DESIGNEE</div> <div>11/14/2023 06:47 PM EST</div> <div>11/14/2023 04:46 PM EST</div> <div>SHERIFF'S OFFICE Approved as to Form: Lori Mazzella COUNTY COUNSEL</div>
<div>11/14/2023 11:32 AM EST</div> <div>Ajay Kaul SIGNATURE</div>	
Ajay Kaul - Managing Partner PRINTED NAME AND TITLE	
605 Coolidge Dr. Suite #200 ADDRESS	
Folsom CA 95630 CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev.
1/09/08

EXHIBIT A
SCOPE OF WORK

1. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall assist the Solano County Health and Social Services Department (H&SS) and Sheriff's Office in partnership with the Solano County Department of Information Technology (DoIT) by providing specialized professional consultant services within the IT projects context and in compliance with governing codes and regulations applicable to each work effort. The Contractor shall exclusively direct, supervise, and control the consultants it employs. The Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring, and discharge or any other conditions of employment.
- B. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.
- C. The Contractor was one of three agencies selected by DoIT through a Request for Qualifications (RFQ) conducted in October 2021 for project related consultant services. Contractor shall provide services consistent with the commitments included therein. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project.
- D. The Contractor shall provide an on-demand pool of experienced subject matter expert consultants to support limited term and/or fixed scope project. The Contractor shall provide a mix of both remote (within the United States) and on-site (local) qualified resources to meet the varying needs of stakeholder groups and associated project/work efforts.
- E. Contractor must assign and maintain during the Term of this Agreement and any renewal of it, an adequate staff of competent, qualified personnel that is fully equipped, licensed as appropriate, and available as needed wherever necessary to perform the services under this Agreement. County reserves the right to remove any person performing services under this Agreement at any time for any reason with written notice to Contractor. If County removes such personnel, the Contractor shall provide suitable replacement candidates within ten (10) days of removal. Contractor will make all reasonable efforts to facilitate knowledge transfer from the outgoing candidate to the replacement candidate over a period not to exceed seven (7) days at no additional cost to the County. County reserves the right to accept or reject any personnel provided by Contractor.
- F. The Scope of Services includes the following documents:
Contractor's Statement of Work for the Project, entitled "CalAIM Justice Involved Capacity Building Professional Services" attached as Exhibit A-1, A-2, and A-3.

2. COUNTY RESPONSIBILITIES:

- A. Provide Contractor and Contractor's expert consultants assigned to work on-site with access to necessary areas within County facilities.
- B. Appoint a project liaison to act as a point of contact.
- C. Sign off on acceptance of SOW once work has been completed by Contractor and is deemed acceptable to County.

SCOPE OF WORK
FOR PROFESSIONAL SERVICES:
Senior Data Engineer

1. **Services.** Contractor shall assign an expert consultant to perform the following limited term and/or fixed scope project services:

CalAIM JIP: Round 2 of the PATH Justice-Involved Population funding is intended to support agencies as they implement processes, protocols, reporting solutions and IT system modifications that are necessary to implement or modify pre-release Medi-Cal enrollment and suspension processes. This effort will include existing systems and stakeholders from multiple county departments – Health & Social Services, Sheriff's Office, and Probation.

2. **Responsibilities/Deliverables:** The project consists of below high-level milestones and expected deliverables/outputs, list is not all inclusive:
- A. **Project Design Document:** Translate functional and non-functional requirements, system design, and data flows for the solution.
 - B. **Data Inventory & Source Documentation:** Complete an inventory document for each data stream from application source to the designated repository for reporting. The design will include listing of all data elements, attributes, compliance flags, data owners, data stewards, data flows, etc.
 - C. **Data Model & ETL Documentation:** Develop the mapping and any transformation required for each data flow from source to sink.
 - D. **User Access Controls Document:** Outline the user access controls for the data source pipelines and the reporting solution workspace.
 - E. **Data Model:** Develop the data model for the reporting solution as per design specifications and team standards.
 - F. **Report/BI Dashboard Development:** Develop the reports/dashboards using Power BI and SQL as per requirements document, adhering to existing data structures and team standards.
 - G. **Data Flow & Report Reviews:** Walk through developed data flows and reports with internal IT team for review before release to UAT. Upload developed/modified objects from DEV to the UAT environment for testing.
 - H. **User Acceptance Testing:** Based on testing feedback/results, work with business and IT stakeholders for modifications and/or any clarification for the reports. Make necessary edits in DEV and upload to UAT for more testing. Update design specification documents as needed.
 - I. **Solution Deployment:** Once approved, review the final reports with key stakeholders prior to uploading to PROD environment and granting user access.
 - J. **Solution Documentation:** Complete all documentation required to support the development and maintenance of the objects created or modified.

- K. **Lessons Learned/Optimization:** Ascertain the degree of success of the delivered solution against the requirements. Examine the efficacy of all elements of the working business solution to see if further improvements can be made to optimize the benefit delivered.

Work effort requires alignment to end to end execution of data services team system standards and processes. Assigned contractor will be responsible for working within the support team inclusive of both business and IT representatives. Responsible for stakeholder/executive leadership engagement, development of critical technical and end-user artifacts, certifying deliverable acceptances, obtaining, and validating definition of done.

3. **Location.** Work shall be performed either remotely (within the United States) or In-person at County Administrator's Office 675 Texas St., Suite 6500, Fairfield, CA 94533
Note: When requested and professionally appropriate, additional onsite/in person workdays would be required.)

4. **Category(ies).** Expert consultant assigned to perform limited term and/or fixed scope project services shall be qualified in the following subject matter area(s):

☐ IT Business Systems Analysis ☐ IT Project Management ☐ IT Service Management
☒ IT Data Management ☐ Network Management ☐ Other

5. **Qualifications and Certifications.** Contractor certifies that the expert consultant assigned to assist with the limited term and/or fixed scope project has the following level of experience and/or certifications:

- A. Senior IT Systems Analyst with 6+ years' experience performing advanced level data analysis, report/dashboard development, data mapping, data governance, ETL and database development.
- B. Expertise and demonstrated experience with Azure platform, Power BI, Data Factory, Synapse, Lakehouse, data structures, dashboards, analytics, and business intelligence.
- C. Solid understanding of confidentiality with Social Services and CJIS data.
- D. Preferred Certifications: Certified Data Analyst, Azure Architect and Data Management Professional

6. **Consultant.** If known, the name and contact information of the assigned expert consultant is:
Name: Pending Resource Assignment Email: TBD Contact: TBD

7. **Project Duration.** Work under this SOW shall commence on:
December 6, 2023 and shall conclude on: December 5, 2024.

8. **Compensation.** Contractor shall be compensated for expert consultant services at an all-inclusive hourly rate of: \$135.00, for a total SOW amount not-to-exceed: \$280,000.00.

9. **Funding.** This SOW may be void and unenforceable if all or parts of funding applicable to this Agreement later become unavailable to the County. If applicable funding is reduced, County may require the renegotiation of compensation with the Contractor.

10. **Liability and Responsibility.** Contractor accepts all liability and responsibility for the assigned expert consultant

SCOPE OF WORK
FOR PROFESSIONAL SERVICES:
Senior Project Manager

1. **Services:** Contractor shall assign an expert consultant to perform the following limited term and/or fixed scope project services:

CalAIM JIP: Round 2 of the PATH Justice-Involved Population funding is intended to support agencies as they implement processes, protocols, reporting solutions and IT system modifications that are necessary to implement or modify prerelease Medi-Cal enrollment and suspension processes. This effort will include existing systems and stakeholders from multiple county departments – Health & Social Services, Sheriff’s Office, and Probation.

2. **Responsibilities/Deliverables:** The project consists of below high-level milestones and expected deliverables/outputs, list is not all inclusive:

- A. **Project Planning** – Create Project Plan/Charter, Prerequisite Planning and Execution, Vendor & Stakeholder Alignment, Defined RACI/RAID, Performance monitoring, all other pertinent artifacts required for leading project management engagement.
- B. **Risk Assessment and Mitigation:** Create RAID document to identify potential risks and issues that may arise during the project and develop a risk management plan. Monitor risks throughout the project and implement mitigation strategies as needed.
- C. **Vendor Contract & Relationship Management** - In collaboration with business manage the development of vendor contracts (MSA, SOW, etc.). Manage both vendor and business relationships.
- D. **Project Governance** - Develop project governance structure and critical components for establishing controls and process for project lifecycle. Establish and manage project committee inclusive of key stakeholders across the county.
- E. **Project Documentation** - Maintain comprehensive project documentation, including project plans, meeting minutes, system specifications, and other relevant documents.
- F. **Testing and User Acceptance** - Oversee the testing phase of the project to ensure that all systems and components are thoroughly tested before deployment. Coordinate user acceptance testing to gather feedback from end-users.
- G. **Deployment and Implementation** - Plan and execute the deployment of solutions, ensuring a smooth transition from development to production
- H. **Production & Closeout** - Conduct Retrospect, Develop Executive Summary, Provide Process Maturity Plan/Roadmap.

Work effort requires end to end execution of project management lifecycle and alignment with Solano IT Delivery Framework. Assigned IT Project Manager (IT PM) will be responsible for stakeholder/executive leadership engagement, project governance, development of critical project and end-user artifacts, data migration planning, certifying deliverable acceptances, obtaining, and validating definition of done statements.

3. **Location.** Work shall be performed either remotely (within the United States) or In-person at County Administrator's Office 675 Texas St., Suite 6500. Fairfield, CA 94533

Note: When requested and professionally appropriate, additional onsite/in person workdays would be required.

4. **Category(ies).** Expert consultant assigned to perform limited term and/or fixed scope project services shall be qualified in the following subject matter area(s)

☐ IT Business Systems Analysis ☒ IT Project Management ☐ IT Service Management
☐ IT Data Management ☐ Network Management ☐ Other _____

5. **Qualifications and Certifications.** Contractor certifies that the expert consultant assigned to assist with the limited term and/or fixed scope project has the following level of experience and/or certifications:

- A. Senior Level IT Project Manager with 6+ years' experience.
- B. Advanced knowledge and experience in Vendor & Contract Management.
- C. Advanced knowledge and experience in managing Agile and SCRUM project implementations.
- D. Required Certifications: Project Management Professional (PMP), Certified ScrumMaster (CSM) and/or Agile Certified Professional, Certified Scrum Product Owner (CSPO).

6. **Consultant.** If known, the name and contact information of the assigned expert consultant is: Marcus Martell Johnson Email: marcusmjohn@gmail.com Contact: (916)430-4496

7. **Project Duration.** Work under this SOW shall commence on: December 6, 2023 and shall conclude on: December 5, 2024.

8. **Compensation.** Contractor shall be compensated for expert consultant services at an all-inclusive hourly rate of: \$110, for a total SOW amount not-to-exceed: \$220,900.00.

9. **Funding.** This SOW may be void and unenforceable if all or parts of funding applicable to this Agreement later become unavailable to the County. If applicable funding is reduced, County may require the renegotiation of compensation with the Contractor.

10. **Liability and Responsibility.** Contractor accepts all liability and responsibility for the assigned expert consultant.

SCOPE OF WORK
FOR PROFESSIONAL SERVICES:
Business System Analyst

1. **Services.** Contractor shall assign an expert consultant to perform the following limited term and/or fixed scope project services:

CalAIM JIP: Round 2 of the PATH Justice-Involved Population funding is intended to support agencies as they implement processes, protocols, reporting solutions and IT system modifications that are necessary to implement or modify prerelease Medi-Cal enrollment and suspension processes. This effort will include existing systems and stakeholders from multiple county departments – Health & Social Services, Sheriff’s Office, and Probation.

2. **Responsibilities/Deliverables:** The project consists of below high-level milestones and expected deliverables/outputs, list is not all inclusive
 - A. **Business Requirements Document (BRD)** – Develop Business Requirement Document (BRD), through requirement gathering session facilitation with program stakeholders. Identify As-Is and To-Be processes, reports and data flows, highlighting the gaps and areas of improvement. Define the business needs of project, define definition of done/success criteria, including the scope of the project, user requirements, and functional specifications.
 - B. **Functional Requirements Document (FRD):** Outline the functional requirements of the system, including what the system must do and how it should operate.
 - C. **Use Case Diagrams:** Define and illustrate the various scenarios that the business user will expect when using the system.
 - D. **Vendor Statement of Work (SOW) Development:** Collaborate with product vendor, where necessary, in the development of the system implementation SOW. Includes providing functional and Non-functional requirements and validating content aligns with customers defined success criteria.
 - E. **User Acceptance Testing Scripts:** Develop specific User Acceptance Testing scripts to align with testing strategy for the system, including the scope of the testing, test cases, acceptance criteria, defect severity ratings and instructions for documenting and reporting results.
 - F. **Data Mapping Document:** Develop data mapping document mapping the data elements from one system to another, this ensures data is correctly translated between systems.
 - G. **Process Flow Diagrams:** Develop Process flow diagrams illustrating the workflow and processes of the system, identify potential bottlenecks or issues, and translate “As-Is” process flow to “To-Be” process.
 - H. **Job-Aides & Training Material:** Develop & Define training content and artifacts (e.g. End-User Job-Aides, Training PowerPoints, Process Guides) requirements for both end- users and IT support groups.

**County of Solano
Standard Contract**

Work effort requires alignment to end to end execution of project management lifecycle and alignment with Solano IT Delivery Framework. Assigned contractor will be responsible for working within the project team inclusive of both business and IT representatives. Responsible for stakeholder/executive leadership engagement, development of critical project and end-user artifacts, data migration planning, certifying deliverable acceptances, obtaining, and validating definition of done statements.

3. **Location.** Work shall be performed either remotely (within the United States) or In-person at County Administrator's Office 675 Texas St., Suite 6500, Fairfield, CA 94533

Note: When requested and professionally appropriate, additional onsite/in person workdays would be required.)

4. **Category(ies).** Expert consultant assigned to perform limited term and/or fixed scope project services shall be qualified in the following subject matter area(s):

☒ IT Business Systems Analysis ☐ IT Project Management ☐ IT Service Management
☐ IT Data Management ☐ Network Management ☐ Other _____

5. **Qualifications and Certifications.** Contractor certifies that the expert consultant assigned to assist with the limited term and/or fixed scope project has the following level of experience and/or certifications:

A. Senior Business Systems Analyst with 6+ years' experience performing BSA task in the implementation of cloud hosted solutions. (e.g. SAAS, PAAS, IAAS, etc.)

B. 5+ years' experience in executing Business Analysis and Planning using various Software Development Methodologies.

C. Required Certifications: Certified Business Analyst Professional™ (CBAP®) Certification, Business Process Modeling & Notation (BPMN) Certification, Information Technology Infrastructure Library (ITIL) Certification.

6. **Consultant.** If known, the name and contact information of the assigned expert consultant is: Choutakuri Shailende Email: Shailenderc22@gmail.com Contact: 949-3047918

7. **Project Duration.** Work under this SOW shall commence on: **December 6, 2023** and shall conclude on: **December 5, 2024.**

8. **Compensation.** Contractor shall be compensated for expert consultant services at an all-inclusive hourly rate of: **\$86**, for a total SOW amount not-to-exceed: **\$172,700.00.**

9. **Funding.** This SOW may be void and unenforceable if all or parts of funding applicable to this Agreement later become unavailable to the County. If applicable funding is reduced, County may require the renegotiation of compensation with the Contractor.

10. **Liability and Responsibility.** Contractor accepts all liability and responsibility for the assigned expert consultant.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

Maximum compensation under this Contract shall not exceed \$748,800. County shall only compensate Contractor for services set forth in Exhibits A1 through A3 – Statement of Work of this Contract.

2. METHOD OF PAYMENT

- A. Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County shall, in accordance with the “Contract Budget” attached to this Contract as Exhibit B-1 and incorporated into this Contract by this reference, pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, up to the maximum amount set forth in Section 3 of the Standard Contract. Monthly claims for payment should be submitted to County by the 10th day of the subsequent month.
- B. Claims submitted by Contractor must meet the criteria set forth in section D. Each invoice must specify services rendered, date of service, the number of hours worked and the hourly wage rate by classification performing the work, the extended charges, and the total actual charges incurred. Vendor Claim must also reflect the following split between H&SS (40%) and the Sheriff’s Office (60%). Invoice and Vendor Claim should be submitted to: SHFAccountsPayable@solanocounty.com
- C. Contractor must repay the County for any disallowed costs identified by County through monthly reports, audits, Quality Assurance monitoring, or other sources within thirty days of receipt of notice from County that the costs have been disallowed. Contractor agrees that funds to be disbursed under the terms of this contract will be withheld if repayment is not received by the County within thirty days of receipt of notice from County. Contractor may submit a written appeal to a disallowance to the County Sheriff’s Office (**select appropriate division deputy**) Deputy Director, or designee, within fifteen days of receipt of a disallowance notice. The appeal must include the basis for the appeal and any documentation necessary to support the appeal. No fees or expenses incurred by Contractor in the course of appealing a disallowance will be an allowable cost under this Contract and will not be reimbursed by County. The decision of the County regarding the appeal will be final.
- D. The following criteria apply to Contract Budget submitted by Contractor under this Contract:
 - 1. Requests for payment of personnel costs must include positions, salary, and actual percentage of time for each position. If Contractor provides fringe benefits to part time employees, salary and fringe benefits must be pro-rated for non-full-time employees. Salaries are fixed compensation for services performed by staff who are directly employed by Contractor and who are paid on a regular basis. Employee benefits and employer payroll taxes include Contractor's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by County. These expenses are allowable when they are included and in accordance with Contractor's approved written policies and allocation plan.
 - 2. Salaries and benefits of personnel involved in more than one contract, grant, or project must be charged to each grant based on the actual percentage of time spent on each grant or project.
 - 3. Timesheets and Time studies for each employee whose time is charged to this contract must be maintained by Contractor and available upon request by the County.

EXHIBIT B-1
CONTRACT BUDGET

Item Description	Task Description	Hourly Rate	Total Number of Hours	HSS Shared Cost (40%)	Sheriff Shared Cost (60%)	Total Budget
IT Project Manager- 12 mo (contract)	Project Management; best practices framework.	Not to Exceed \$120.00/hr	2,080	\$99,840.00	\$149,760.00	\$249,600.00
Business Systems Analyst - 12 mo (contract)	Project Team/SME; business analysis; scope; process improvement; design documentation.	Not to Exceed \$105.00/hr	2,080	\$87,360.00	\$131,040.00	\$218,400.00
BI/Report Developer - 12 mo (contract)	Project Team/SME; develop, test, and deploy data sourcing/reports/dashboards/analytics for operations and oversight.	Not to Exceed \$135.00/hr	2,080	\$112,320.00	\$168,480.00	\$280,800.00
			Total Costs	\$299,520.00	\$449,280.00	\$748,800.00

**The hourly rates are blended costs for on-site and off-site resources.
The hourly rates include assistance by an HR representative and an Account Manager**

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

County of Solano
Standard Contract

General Terms and Conditions

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability: | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (Including operations, products and completed operations.) | | |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

24. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

25. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

26. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

27. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

(1) The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

(2) The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

28. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

29. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

31. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

32. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

33. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

34. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

35. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all

claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

36. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

37. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

38. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

39. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall be evaluated and mutually agreed upon.

2. TERMINATION

Notwithstanding Section 5 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other.

3. VENDOR ASSURANCE OF COMPLIANCE

Contractor will execute the form attached as Exhibit "D-1".

4. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "D-2".

5. CHILD/ADULT ABUSE

Contractor shall execute the forms attached as Exhibits "D-3 and D-4".

6. PRIVACY SECURITY AGREEMENT

Contractor shall execute the forms attached as Exhibits "D-5".

7. EMPLOYEE TRAININGS

County shall provide contractor shall with required trainings indicated in Exhibit "D-5" Section 3.a.

VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY
HEALTH & SOCIAL SERVICES DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

AgreeYa Solutions Inc.

agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code sections 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) parts 80, 84, and 91, 7 CFR part 15, and 28 CFR part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and gives assurance that it will immediately take any measures necessary to effectuate this Contract.

This assurance is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and AgreeYa Solutions Inc. gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

By accepting the assurance, the AgreeYa Solutions Inc. agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on AgreeYa Solutions Inc. directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

11/14/2023
11:32 AM EST

Date

Ajay Kaul



Director's Signature

605 Coolidge Dr. Suite 200 Folsom, CA 95630

Address of AgreeYa Solutions Inc.(08/13/01)

County of Solano
Standard Contract

SOLANO COUNTY

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

AgreeYa Solutions Inc.

Contractor certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I certify that I am duly authorized legally to bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Ajay Kaul



Contractor Signature

11/14/2023

11:32 AM EST

Date

County of Solano
Standard Contract

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Signature: Ajay Kaul 

11/14/2023
Date: 11:32 AM EST

ADULT ABUSE REPORTING REQUIREMENTS

Welfare and Institutions Code section 15630 and following:

The undersigned, having read the statement below, signifies knowledge and understanding of its provisions: Section 15630 of the Welfare and Institutions Code requires any care custodian, health practitioner, or employee of an adult protective services agency or a local law enforcement agency who has knowledge of, or observes a dependent adult, in his or her professional capacity or within the scope of his or her employment who he or she knows has been the victim of physical abuse, or who has injuries under circumstances which are consistent with abuse where the dependent adult's statements indicate, or in the case of a person with developmental disabilities, where his or her statements or other corroborating evidence indicates that abuse has occurred, to report the known or suspected instance of physical abuse to an adult protective services or a local law enforcement agency immediately or as soon as practically possible by telephone and to prepare and send a written report, thereof, within 36 hours of receiving the information concerning the incident.

"Care Custodian" means an administrator or an employee of any of the following public or private facilities:

- | | |
|---|---|
| 1. Health facility | 12. Licensing worker or evaluator |
| 2. Clinic | 13. Public assistance worker |
| 3. Home health agency | 14. Adult protective services agency |
| 4. Educational institution | 15. Patient's rights advocate |
| 5. Sheltered workshop | 16. Nursing home ombudsman |
| 6. Camp | 17. Legal guardian or conservator |
| 7. Respite care facility | 18. Skilled nursing facility |
| 8. Residential care institution
including foster homes and
group homes | 19. Intermediate care facility |
| 9. Community care facility | 20. Local Law enforcement agency |
| 10. Adult day care facility,
including adult day health
care facilities | 21. Any other person who provides
goods or services necessary to
avoid physical harm or mental
suffering and who performs duties |
| 11. Regional center for persons
with developmental disabilities | |

"Health Practitioner" means a physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, marriage, family and child counselor or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code, any emergency medical technician I or II, paramedic, a person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code, or psychological assistant registered pursuant to Section 2913 of the Business and Professions Code, a marriage, family and child counselor trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code, a state or county public health employee who treats a dependent adult for any condition, a coroner, or a religious practitioner who diagnoses, examines, or treats dependent adults.

I certify that a full copy of Welfare and Institutions Code section 15630 and following has been provided to me, and I have read and understand the above statement and will comply with its provisions.

Signature: Ajay Kaul

11/14/2023

11:32 AM EST

Date: _____

County of Solano
Standard Contract
SOLANO COUNTY
PRIVACY AND SECURITY AGREEMENT (PSA)

AgreeYa Solutions Inc.

This Exhibit to the *County of Solano Standard Contract* or *Memorandum of Understanding*, constitutes a *Contractor Privacy Security Agreement* (“**Agreement**”) between the County of Solano (“**County**”) and the contractor or vendor named.

The County has entered into Data Privacy and Security Agreements (the "**State Agreements**") with the California Department of Health Care Services ("**DHCS**") and California Department of Social Services ("**CDSS**") to ensure the security and privacy of Personally Identifiable Information ("**PII**" as further defined below) covered by the State Agreements. Pursuant to the State Agreements, the County is required to enter into written agreements with all contractors and vendors having access to PII ("**Contractor Privacy and Security Agreements**"). The Contractor Privacy and Security Agreements must impose upon contractors and vendors, at a minimum, the same restrictions and conditions that apply to the County with respect to PII. The State Agreements cover the County Department of Health and Social Services and its staff (County Workers), who access, use, or disclose PII covered by the State Agreements to assist in the administration of programs. "County Worker" is defined in the State Agreements to include County "contractors, subcontractors, vendors and agents." Contractor is therefore required to enter into and maintain compliance with this Agreement as an ongoing condition of the Standard Contract.

The County wishes to disclose certain information to Contractor pursuant to the terms of the Standard Contract and this Agreement, some of which may constitute PII as defined below. In carrying out the Standard Contract, Contractor will or may perform functions or activities in connection with one or more "programs" covered by the State Agreements. "Programs" covered by the State Agreements include, for example and without limitation: CalFresh; California Food Assistance Program (CFAP); California Work Opportunity and Responsibility to Kids Program (CalWORKs); Cash Assistance Program for Immigrants (CAPI); Entrant Cash Assistance (ECA); Refugee Cash Assistance (RCA); Foster Care (FC) (eligibility); Kinship Guardianship Assistance Program (Kin-GAP) (eligibility); Federal Guardianship Assistance Program (Fed-GAP) (eligibility); General Assistance/General Relief (GA/GR); Trafficking and Crime Victims Assistance Program (TCVAP); and California's Medicaid Program (Medi-Cal). County and Contractor agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following terms mean:

- a. “**Assist in the Administration of the Program**” means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.
- b. “**Assist in the administration of the Medi-Cal program**” means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
- c. “**Breach**” refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations

**County of Solano
Standard Contract**

where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

- d. **“Contractor Staff”** means those employees of Contractor, or any subcontractors, vendors and agents of Contractor performing any functions for the County or Contractor that require access to and/or use of PII and that are authorized by the Contractor or County to access and use PII.
- e. **“PII”** is personally identifiable information that is obtained through the Medi-Cal Eligibility Data System (**“MEDS”**) or Applicant Income and Eligibility Verification System (**“IEVS”**) on behalf of the programs which can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to, an individual's name, social security number (**“SSN”**), driver's license number, identification number, biometric records, date of birth (**“DOB”**), place of birth, or mother's maiden name. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. The PII may be electronic, paper, verbal, or recorded, and includes statements made by, or attributed to, the individual. PII as defined in this Agreement includes Medi-Cal PII.
- f. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of the Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including, but not limited to name, SSN, DOB, place of birth, mother's maiden name, driver's license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
- g. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (**“SAWS”**) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the county.
- h. **“Secure Areas”** means any area where:
 - i. Contractor Staff assists in the administration of a program covered by a State Agreement;
 - ii. Contractor Staff use or disclose PII; or
 - iii. PII is stored in paper or electronic format.
- i. **“SSA-provided or verified data (SSA data):** means:
 - 1) Any information under the control of the Social Security Administration (SSA) provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or;
 - 2) Any information provided to CDSS, including a source other than SSA, but in which CCDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g. SSN and associated SSA verification indicator displayed

**County of Solano
Standard Contract**

together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

2. PRIVACY AND CONFIDENTIALITY

- a. Contractor Staff may use or disclose PII only as permitted in this Agreement and only (1) to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq and Welfare and Institutions Code section 10850, (2) to assist in the administration of the Medi-Cal program in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.33 et seq. of Title 42 Code of Federal Regulations, or (3) as authorized or required by law. Disclosures required by law or that are made with the explicit written authorization of the individual client who is the subject of the PII are allowable. Any other use or disclosure of PII requires the express approval in writing by the Solano County Health and Social Services Department. No Contractor Staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Pursuant to this Agreement, Contractor Staff may only use PII to assist in administering their respective programs.
- c. Access to PII shall be restricted to Contractor Staff who need to perform their official duties to assist in the administration of their respective programs.
- d. Contractor Staff who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

3. PERSONNEL CONTROLS

Contractor agrees to advise Contractor Staff, who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the Contractor shall implement the following personnel controls:

- a. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by Contractor Staff, including, but not limited to:
 - i. Provide initial privacy and security awareness training to each new Contractor Staff within thirty (30) days of employment;
 - ii. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all Contractor Staff. Three (3) or more security reminders per year are recommended;
 - iii. Maintain records indicating each Contractor Staff's name and the date on which the privacy and security awareness training was completed; and
 - iv. Retain training records for a period of three (3) years after completion of the training.
- b. **Employee Discipline.**
 - i. Provide documented sanction policies and procedures for Contractor Staff who fail to comply with privacy policies and procedures or any provisions of these requirements.
 - ii. Sanction policies and procedures shall include termination of employment when appropriate.

**County of Solano
Standard Contract**

- c. **Confidentiality Statement.** Ensure that all Contractor Staff, accessing, using or disclosing PII, sign a confidentiality statement. The statement shall be signed by Contractor Staff prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years.

The statement shall include at a minimum:

- i. General Use of the PII;
- ii. Security and Privacy Safeguards for the PII;
- iii. Unacceptable Use of the PII; and
- iv. Enforcement Policies.

- d. **Background Screening.**

- i. Conduct a background screening of Contractor Staff before they may access PII.
- ii. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls. County requires LiveScan screening for all contractor staff who have access to PII.
- iii. The Contractor shall retain each Contractor Staff's background screening documentation for a period of three (3) years following conclusion of employment relationship.

4. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the Contractor shall perform the following:

- a. Conduct periodic privacy and security reviews of work activity by Contractor Staff, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- b. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

5. INFORMATION SECURITY AND PRIVACY STAFFING

The Contractor agrees to:

- a. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- b. Assign Contractor Staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

6. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

**County of Solano
Standard Contract**

- a. Secure all areas of the Contractor's facilities where Contractor Staff assist in the administration of their program and use, disclose, or store PII.
- b. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - i. Properly coded key cards
 - ii. Authorized door keys
 - iii. Official identification
- c. Issue identification badges to Contractor Staff.
- d. Require Contractor Staff to wear these badges where PII is used, disclosed, or stored.
- e. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- f. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where 500 or more individually identifiable records of Medi-Cal PII is used, disclosed, or stored. Video surveillance systems are recommended.
- g. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized Contractor Staff. Visitors to the data center area must be escorted at all times by authorized Contractor Staff. Video surveillance systems are recommended.
- h. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which have multi-use functions meaning that there are Contractor and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- i. The Contractor shall have policies that indicate Contractor Staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- j. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

7. TECHNICAL SECURITY CONTROLS

- a. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- b. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in

**County of Solano
Standard Contract**

the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- c. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- d. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- e. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- f. **Patch Management.**
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- g. **User IDs and Password Controls.**
 - i. All users must be issued a unique username for accessing PII.
 - ii. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - iii. Passwords are not to be shared.
 - iv. Passwords must be at least eight (8) characters.
 - v. Passwords must be a non-dictionary word.
 - vi. Passwords must not be stored in readable format on the computer or server.
 - vii. Passwords must be changed every ninety (90) days or less.
 - viii. Passwords must be changed if revealed or compromised.
 - ix. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - A. Upper case letters (A-Z)
 - B. Lower case letters (a-z)
 - C. Arabic numerals (0-9)
 - D. Special characters (!,@,#, etc.)
- h. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

**County of Solano
Standard Contract**

- j. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- k. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
 - i. Data is confidential;
 - ii. Systems are logged;
 - iii. System use is for business purposes only, by authorized users; and
 - iv. Users shall log off the system immediately if they do not agree with these requirements.
- l. **System Logging.**
 - i. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
 - ii. The audit trail shall:
 - A. Be date and time stamped;
 - B. Log both successful and failed accesses;
 - C. Be read-access only; and
 - D. Be restricted to authorized users.
 - iii. If PII is stored in a database, database logging functionality shall be enabled.
 - iv. Audit trail data shall be archived for at least three (3) years from the occurrence.
- m. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- n. **Transmission Encryption.**
 - i. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
 - ii. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
 - iii. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- o. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

8. AUDIT CONTROLS

- a. **System Security Review.**
 - i. The Contractor must ensure audit control mechanisms are in place.
 - ii. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - iii. Reviews should include vulnerability scanning tools.

County of Solano
Standard Contract

- b. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- d. **Anomalies.** When the County Department or DHCS suspects MEDS usage anomalies, the County Department will work with Contractor to investigate the anomalies and report conclusions of such investigations and remediation to CDSS.

9. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

- a. **Emergency Mode Operation Plan.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format 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 twenty-four (24) hours.
- b. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression, and appropriate protection from other threats, including but not limited to flood, earthquake, and terrorism.
- c. **Data Backup and Recovery Plan.**
 - i. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - ii. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - iii. The procedures shall include storing backups containing PII offsite.
 - iv. The procedures shall ensure an inventory of backup media.
 - v. The Contractor shall have established documented procedures to recover PII data.
 - vi. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
 - vii. It is recommended that the Contractor periodically test the data recovery process.

10. PAPER DOCUMENT CONTROLS

- a. **Supervision of Data.** The PII 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 may be observed by an individual not authorized to access the information.
- b. **Data in Vehicles.** The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and

**County of Solano
Standard Contract**

under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- c. **Public Modes of Transportation.** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- d. **Escorting Visitors.** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- e. **Confidential Destruction.** PII must be disposed of through confidential means, such as crosscut shredding or pulverizing.
- g. **Removal of Data.** The PII must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of County.
- h. **Faxing.**
 - i. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - ii. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - iii. Fax numbers shall be verified with the intended recipient before sending the fax
- i. **Mailing.**
 - i. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - ii. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

11. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

1. Contractor agrees to notify County of any breach or suspected or actual Security Incident immediately upon discovery by telephone at 707-784-3198 and HSS-Compliance@solanocounty.com and will include, to the extent possible, the identification of each individual whose unsecured PII has been, or is reasonably believed by the Contractor to have been accessed, acquired, used, or disclosed, a description of the PII involved, the nature of the unauthorized access, use or disclosure, the dates of the breach and discovery of the breach, and a description of any remedial action taken or proposed to be taken by Contractor, together with such other information County may reasonably require from Contractor from time to time in order for County to comply with its own reporting obligations.
2. A breach or unauthorized access, use or disclosure shall be treated as discovered by the Contractor on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Contractor or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Contractor.

**County of Solano
Standard Contract**

3. Contractor shall consult with County to mitigate, to the extent practicable, any harmful effect that results from a Breach, Security Incident, or unauthorized access, use or disclosure of unsecured PII by Contractor or its employees, officers, subcontractors, agents or representatives.
4. Following a breach, security incident, or any unauthorized access, use or disclosure of unsecured PII, Contractor agrees to take any and all corrective action necessary to halt and/or contain the improper use or disclosure, prevent recurrence, to document any such action, and to make all documentation available to the County.
5. Except as provided by law, Contractor agrees that it will not inform any third party of a Breach or unauthorized access, use or disclosure of unsecured PII without consultation with County. County hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.
6. Contractor acknowledges that it is required to comply with the rules and regulations referenced in this Section and that Contractor (including its subcontractors) may be held liable and subject to penalties for failure to comply.
7. In meeting its obligations under this Agreement, it is understood that Contractor is not acting as the County's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Contractor is at all times acting as an independent contractor in providing services pursuant to this Agreement and Exhibit A, Scope of Work.

12. EXHIBITS

1. Contractor agrees to comply with the applicable substantive privacy and security requirements in Exhibits A and B, which are hereby incorporated into this Agreement and available upon request by the Contractor's information security and privacy staff from Solano County by emailing Solano County at HSS-Compliance@solanocounty.com.

EXHIBIT A - Exhibit A consists of the current versions of the following documents:

Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency

Information Exchange Agreement between SSA and CDSS (IEA-F and IEA-S)

Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B - Exhibit B consists of the current version of the following document:

Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Social Services (CA-DSS)

Exhibits A and B are highly sensitive and confidential. All disclosures of Exhibits A and B shall be limited to the appropriate individuals responsible for and involved in decision making for safeguarding of PII, and only the designated Privacy/Security Officials of the Contractor shall receive these documents. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

If there is any conflict between a privacy and security standard in Exhibits A and B and a standard in this Agreement or the County of Solano Standard Contract or Memorandum of Understanding or exhibits thereto, the most stringent standard shall apply. The most stringent standard means the standard that provides the greatest protection to PII.

13. CONFLICTING STANDARDS

If there is any conflict between a privacy and security standard in this Agreement and any authority referenced or incorporated by reference in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

14. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, Contractor agrees to assist County in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of Contractor, with reasonable notice from County. Such reviews shall be scheduled at times that take into account the operational and staffing demands. Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to County in writing, or to enter into a written Corrective Action Plan with County containing deadlines for achieving compliance with specific provisions of this Agreement.

15. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving County or CDSS or DHCS based upon claimed violations by Contractor or County of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, Contractor shall make all reasonable effort to make itself and Contractor Staff assisting in the administration of their program and using or disclosing PII available to County or CDSS or DHCS, as applicable, at no cost to County or CDSS or DHCS to testify as witnesses.

16. TERMINATION AND AMENDMENT OF AGREEMENT

1. Upon termination of this Agreement for any reason, Contractor shall return or destroy, at County's sole discretion, all PII received from the County, or created or received by Contractor on behalf of the County.
2. Contractor will retain no copies of PII in possession of subcontractors or agents of Contractor.

**County of Solano
Standard Contract**

3. Contractor shall provide the County notification of the conditions that make return or destruction not feasible in the event that Contractor determines that returning or destroying the PII is not feasible. If the County agrees that the return of the PII is not feasible, Contractor shall extend the protections of this Agreement to such PII and limit further use and disclosures of such PII for so long as the Contractor or any of its agents or subcontractor maintains such information.
4. Contractor agrees to promptly amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PII, or any amendment to the State Agreements or Exhibits to the State Agreements.
5. Contractor agrees to retain records, minus any PII required to be returned by the above section, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.
6. All provisions of this Agreement that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the Contractor's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the PII is destroyed or returned to County.

13. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. This Agreement is effective on the day the Standard Contract becomes effective and terminates, except for those provisions surviving termination, on the date the Standard Contract terminates.

For the County of Solano - Department of Health and Social Services

Bill Emlen  12/12/2023 04:03 PM EST
(Signature) (Date)

Bill Emlen County Administrator
(Name – Print or Type) (Title – Print or Type)

Contractor AgreeYa Solutions Inc.
[organization name],

Ajay Kaul  11/14/2023 11:32 AM EST
(Signature) (Date)

Ajay Kaul Managing Partner
(Name – Print or Type) (Title – Print or Type)

Federal Tax ID Number