



**County of Solano  
Standard Contract**

*For County Use Only*  
CONTRACT NUMBER:  
03183-18  
Dept., Division, F.Y., #)  
H&SS, EMP/ELIG  
BUDGET ACCOUNT:  
7652, 7661  
SUBJECT ACCOUNT:  
2205, 2260

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

Document Fulfillment Services

CONTRACTOR'S NAME

2. The Term of this Contract is:

3/1/2018 to 6/30/2022

3. The maximum amount of this Contract is:

\$ 2,084,915

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 February 6, 2018.

CONTRACTOR	COUNTY OF SOLANO
Document Fulfillment Services	<i>Birgitta Corsello</i>  03/12/2018 05:03 PM EDT
CONTRACTOR'S NAME	Birgitta E. Corsello DATED
	County Administrator TITLE
SIGNATURE	275 Beck Ave. ADDRESS
Eric Bambury, CEO	Fairfield CA 94533
PRINTED NAME AND TITLE	CITY STATE ZIP CODE
2930 Ramona Ave. Suite 100	Approved as to Content:
ADDRESS	<i>Gerald Huber</i>  02/14/2018 03:32 PM EST
Sacramento, CA 95826	DEPARTMENT HEAD OR DESIGNEE
CITY STATE ZIP CODE	Approved as to Form:
	<i>Dennis Bunting</i>  02/14/2018 04:46 PM EST
	COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 1 09 08

## **EXHIBIT A** **SCOPE OF WORK**

### **I. SERVICE LOCATION**

**Street Address:** 2930 Ramona Avenue, Suite 100  
**City & Zip Code:** Sacramento 95826

All site address changes must be reported to County 90 days prior to the change.

### **II. CONTRACT DESCRIPTION**

Contractor will provide CalWIN client correspondence printing and mailing services for the Solano County Department of Health and Social Services, Employment and Eligibility Services Division, as well as miscellaneous jobs as requested by the County.

There are various types of periodic client correspondence that will be printed and mailed out to clients, under this Contract. Contractor is to use the most economic and efficient process to print and mail correspondence.

A daily batch cycle process is normally run five nights a week, Monday – Friday, and a merged output file for each county is produced the following day. Current CalWIN vendor transmits the data electronically by 6:00 am to the Contractor by secure Shell File Transfer Protocol (SFTP). An additional batch process may occasionally be run on a weekend to process special jobs. These special jobs are also sent by SFTP. In addition to the daily process jobs, a monthly job is run approximately the third week of the month to produce periodic reports and sent by secure SFTP.

### **III. WORK ACTIVITIES**

- A. File types received as source files for the duration of this Contract include, but are not limited to PDF. If a file format is requested outside those mentioned prior, County will work with Contractor to determine a mutually appropriate implementation timeline.
- B. The files Contractor receives are typically pre-formatted. County understands that Contractor needs to modify each piece to insert objects on the document to automate the mailing process. For example, adding barcodes for tracking, key line information for internal quality control.
- C. Documents may be submitted to Contractor as either simplex (printing on one side) or duplex (printing on both sides). Duplex is defined as laser printing (imaging) done to both sides of a sheet. Duplex printing implies two images per sheet passing through the printer, even if toner is only applied to one side of the sheet. Duplex and simplex printing cannot be mixed. Simplex is defined as laser printing (imaging) done on the front side of a sheet. Simplex and duplex printing cannot be mixed.
- D. Contractor will utilize materials that are most efficient for mail automation and postage discounts based on job type. Contractor will create a daily summary file of printed correspondence. The file will contain information as selected by the County from the metadata in the batch print file. The file will be in a mutually agreed upon file format and be sent to the County via SFTP or placed on Contractor's secure SFTP site for pickup by the County.

- E. Contractor or County may update transmission methods with updates in technology during the contract period. These changes must be communicated with the Contractor or County as quickly as possible, preferably prior to, but no later than 10 business days after changes occur.
- F. Inserts
- a. **Offline Inserts** will be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted.
  - b. **Offline Pre-Printed Inserts** will be defined where Contractor performs the printing of the insert prior, and separately inserts the document into the completed product.
  - c. **Inline Inserts** will be defined as correspondence that is printed in-line with, and as a part of, the CalWIN documents.
  - d. **Inserting by Hand (Manual Inserting)** - Manual inserting is triggered when print files are 50 pieces or lower or subdivisions (e.g., envelope size, homeless mail, etc.) within a print file are 50 pieces or lower. Manual inserting may also be triggered if materials and/or job specifications **do not** allow for mail pieces to be inserted with high speed inserting equipment; in such cases, Contractor will notify County of all such instances. Manual inserting volumes are calculated for any portion of a job that cannot be inserted with high speed inserting equipment. The manual portion is separated from the automated portion in order to maintain automation for as much mail as possible. Barcode reading equipment is used when possible in the manual inserting department to maintain sheet and mail piece tracking. For materials printed by Contractor, this is charged at the per image pricing for printing, plus the "insert by hand" fee per sheet as referenced in Exhibit B-1. For materials supplied by County, this is charged at the "insert by hand" fee per sheet as referenced in Exhibit B-1.
  - e. **Minimum Requirement for Inserts** - Most correspondence will be printed on 8.5" X 11" plain white 20# paper stock. The text may be of varying length, printed on both sides of the paper, and possibly ten or more pages. Page size can be no smaller than 8.5" X 11" and no larger than 8.5" by 14". A standard piece (two pages, mailing and return envelopes), without additional inserts, should weigh only slightly more than 1/2-ounce. Documents of varying sizes may need to be inserted into the same envelope. Paper should be close to 20# stock, OCR readable with recycled content. "Printed on recycled paper" will be printed on all recycled-content paper and envelopes. Mailing envelopes should include pre-printed return address, postal indicia and glassine address windows. County specified TDD/TTY phone number will be visible on the front side of the outgoing envelope whether it is printed on the envelope itself or shows through the glassine address window.

There are also once monthly print jobs that create renewal packets for several Social Services programs. These packets may contain between 24 and 36 images each. These are usually mailed in a 9"x12" envelope with a 6.5"x 9.5" return envelope.

- G. Service Levels - Jobs are to be broken into three (3) Service Level Categories
- a. **Daily** – Files of this type must be received for mailing services by Contractor no later than 6 AM Pacific Time for same day mailing.
  - b. **Monthly or Periodic** – The County may, from time to time, submit print files for processing but expect Contractor to refrain from mailing until a date in the future.
  - c. **Special** – These jobs are for any type of mailing not defined above. The requests for this type of job will be made in writing from the County to Contractor. Contractor will attach the request as source documentation when invoicing.
  - d. County understands that mailing does not occur when the United States Post Office is closed, nor is mailing performed on any Federal holidays.

H. Quality control measures

Quality Control must be inherent in the process. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. Mail must be in the hands of the USPS that night for next day mailing. Any errors or variation must be reported to the County immediately. A report including the date and time items were mailed, the unique batch identifier, the number of documents printed, items mailed, inserts included, and postage used will be sent to each county daily at the completion of the process.

I. Automated Processes and Tracking

Contractor must be USPS CASS certified to ensure address cleansing and correction capability, and comply with the Intelligent Mail Barcode requirements. Letters will be bar-coded and sorted for the best carrier route and delivery point available to maximize postage rate discounts.

J. Miscellaneous

There will be circumstances in which special print, mailing, and document processing jobs will be needed by County that are not defined in this scope of services. These requests will be made in writing by the County to the Contractor. The Contractor will include these written requests when invoicing for the services, based on agreed upon costs, included in Exhibit B-1

K. Meeting Industry Standards

Contractor will meet related industry standards when providing services outlined in this scope of services in the following areas, but not limited to, receiving data and processing for USPS, mail piece specifications, letter size and weight of standard letter with envelopes, and reading and processing of the current CalWIN vendor original source files.

**IV. REPORTING REQUIREMENTS**

- A. Contractor will provide a Mailing Report, included as Exhibit B-2 of this Contract as back-up information to support the billing in the ECF.
- B. Contractor will retain source files and output data for 90 days from file submission from the current CalWIN vendor.

**V. CONTRACT MONITORING**

Contractor will:

- A. Participate in the County's evaluation of the Contractor's performance under this Contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. The contract monitoring findings and recommendations will be reflected in a report by the County submitted to Contractor no later than 60 days after the monitoring is completed.
- B. Provide a corrective action plan in response to the contract monitoring report to address County contract monitoring findings no later than 30 days after the County report in section III A. is issued. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Contract. The decision of the County regarding termination or penalties will be final.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**I. COMPENSATION**

- A. The maximum amount of compensation under the Contract will not exceed the amount listed on Section 3 of the Standard Contract.
- B. Contractor will be paid for mailing services according to the schedule included as Exhibit B-1 of this Contract.
- C. County will provide funds to Contractor in the amount of \$40,000 (which is in addition to the original \$20,000 deposit for a total of \$60,000, the approximate equivalent of four months' postage usage) upon execution of this Contract to maintain a Postage Deposit Account. Contractor will maintain a running balance of postage used and postage reimbursed and provide reporting with each invoice to County. If at any time during the month, the balance of the Postage Deposit Account drops below \$5,000, Contractor will advise County and supply County with an invoice for postage expended to date for that month as well as the appropriate back up documentation. County will expedite the processing of the postage invoice. If this should occur two months in a row, County will amend this Contract to increase the amount of the Postage Deposit Account by amount agreed upon by County and Contractor. Contractor will be under no obligations to perform mailing services without a positive postage balance at the time of mailing. Upon completion of this Contract, to include any amendments or extensions, Contractor will make County whole by returning any unused funds in the Postage Deposit Account and not billing for postage for the final month of the Contract.

Contractor will charge the correct postage amount and also apply the date of mailing to each mail piece based on the weight and agreed upon USPS automation rate category. USPS will periodically change postage amounts and automation rate categories; upon USPS implementation dates, Contractor will apply the new postage amounts to each mail piece based on the weight and agreed upon USPS automation rate categories.

Contractor will apply postage using a meter or permit and apply the date of mailing on the envelope; Contractor will be reimbursed for meter or permit postage mail at the 3-digit, Letter Size Postage (AADC) automation rate, or similar rate. If USPS postage rate categories change in the future, Contractor and County will work together to determine the closest postage rate category to the current category. Postal permit numbers supplied by the County are used for all return envelopes.

The most current automation postage rates are located at <https://pe.usps.com>. It is understood that as USPS postal rates change, the postage rates for this Contract will also change and will be located at the referenced website.

The price per image for printing and mailing for each year must include the cost of materials (paper, envelopes, etc.) and cost of processing (pickup/courier service, receiving and batching data, printing, folding, inserting, presorting, delivery to the United States Postal Service [USPS], etc.). The price per image will equal to processing and printing one-side of a printed page, and one (1) each outgoing and remit envelope per completed mail piece. The price per image will be subjected to sales tax at the rate where it is produced.

Errors not remedied by Contractor's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the County in the amount of \$.05 per letter plus reimbursement of any printing and postage paid by the County for the subject pieces. This will include client correspondence mailed after the target mailing date.

D. Contractor will be paid for inserts according to the following:

**Offline Inserts** - will be defined as correspondence previously printed and folded with the intention of being placed in an envelope as the completed product is being inserted. This will be charged as an insert by machine charge.

**Offline Pre-Printed Inserts** - will be defined where Contractor performs the printing of the insert prior, and separately inserts the document into the completed product. This will be charged at the per image pricing for printing, plus the "insert by machine" fee as referenced in Exhibit B-1.

**Inline Inserts** - will be defined as correspondence that is printed in-line with, and as a part of, the CalWIN documents. This will be charged the per image pricing for printing only.

**Inserting by Hand (Manual Inserting)** - Manual inserting is triggered when print files are 50 pieces or lower or subdivisions (e.g., envelope size, homeless mail, etc.) within a print file are 50 pieces or lower. Manual inserting may also be triggered if materials and/or job specifications **do not** allow for mail pieces to be inserted with high speed inserting equipment; in such cases, Contractor will notify County of all such instances. Manual inserting volumes are calculated for any portion of a job that cannot be inserted with high speed inserting equipment. The manual portion is separated from the automated portion in order to maintain automation for as much mail as possible. Barcode reading equipment is used when possible in the manual inserting department to maintain sheet and mail piece tracking.

For materials printed by Contractor, this is charged at the per image pricing for printing, plus the "insert by hand" fee per sheet as referenced in Exhibit B-1. For materials supplied by County, this is charged at the "insert by hand" fee per sheet as referenced in Exhibit B-1.

E. 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 Health and Social Services Employment & Eligibility Services 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.

## **II. METHOD OF PAYMENT**

Upon submission of an invoice and a Solano County vendor claim by Contractor, and upon approval by County, County will pay Contractor monthly in arrears for fees and expenses actually incurred the prior month, or upon demonstrated completion of deliverables, as applicable, 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. For example, an invoice for January should be submitted no later than February 10<sup>th</sup>. Notwithstanding Section 1 in Exhibit C, Contractor is required to submit all monthly claims for services provided through May 31<sup>st</sup> no later than June 10<sup>th</sup>.

Each invoice must include a written request(s) for any miscellaneous jobs requested by the County, a balance sheet for the postage deposit account, a Mailing Report, included as Exhibit B-2 of this Contract. Additional documentation supporting all expenses to the County is required to be presented in a mutually agreed upon file format and will include, but is not limited to, reconciled counts of the following by work order, by day, and by month:

- Printed images
- Mail pieces mailed
- Electronically processed documents
- Added materials
  - Medi-Cal recertification (RRR) packets
  - CalWORKs recertification (RRR) packets, if applicable
  - CalFresh recertification (RRR) packets, if applicable
- Voter registration forms
- Other collateral material such as Notice of Language inserts, color flyers, etc.

Additional documentation supporting all postage-related expenses to DHA are required to be presented in a mutually agreed upon file format and will include, but is not limited to, the following detail for each mail piece by work order, by day, and by month:

- Type of postage as indicated by the current United States Postal Service Price List
- Rate per piece
- Weight
- Pieces/Quantity
- Total Charged Amount.

Charges will be itemized on invoices, e.g., initial setup charge, price per image, for printing and mailing, additional inserts by machine and/or by hand, postage not covered by a county permit and IT changes/enhancements. Contractor must document all expenses submitted to County for payment under this Contract by maintaining complete and accurate records of all financial transactions related to the services performed under this Contract including, but not limited to, invoices, receipts, time sheets, itemized cost lists, and other official documentation that sufficiently support all charges under this Contract.

**EXHIBIT B-1**

<b>Budget Items</b>	<b>Unit Price</b>	<b>Unit of Measure</b>	<b>Estimated Annual Quantity</b>	<b>Estimated Annual Cost</b>	<b>Estimated Total Contract Cost</b>
BW Printing PDF Files	\$ 0.03195	Image	3,300,000	\$105,435	\$527,175
Collateral Material Printing	\$ 0.03195	Image	800,000	\$25,560	\$127,800
Full Color Printing	\$ 0.03960	Image	2,525	\$100	\$500
Inserting by Machine per 1,000	\$ 7.00	Per 1000	900,000	\$6,300	\$31,500
Inserting by Hand per 1,000	\$ 20.00	Per 1000	40,000	\$800	\$4,000
Folding Supplied Material	\$ 0.01	Each	30,000	\$300	\$1,500
IT Changes - Enhancements per hour	\$ 85.00	Hour	10	\$850	\$4,250
CASS/NCOA Processing Fee per Record	\$ 0.00600	Record	16,666	\$100	\$500
Letter Size Postage (AADC)	\$ 0.403	Mail Piece	546,000	\$220,038	\$1,100,190
Flat Size Postage (3 digit)	\$ 1.65	Mail Piece	30,000	\$49,500	\$247,500
Postage				\$40,000	\$40,000
			<b>Total</b>	<b>\$448,983</b>	<b>\$2,084,915</b>



**EXHIBIT B-2**

DFS Work Order	DXC Batch Date	DFS Process Date	County ID	Job Description	Case Number	DXC Images	Collateral Images	Total Images	Inserting Manual	Inserting Machine	Folding	NCOA CASS	BW	Color	DFS Keyline	Letter Type	Postage Rate	Rate Description	Weight	Household
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7VC93	6	2	8	0	0	0	0	8	0	1	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B78790	6	2	8	0	0	0	0	8	0	2	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B6X976	6	2	8	0	0	0	0	8	0	3	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B74Y75	6	2	8	0	0	0	0	8	0	4	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B2PR52	4	2	6	0	0	0	0	6	0	5	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B5QZ34	18	2	20	0	0	0	0	20	0	6	Letter	0.403	AADC	2	3
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7FZ77	4	2	6	0	0	0	0	6	0	7	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B41981	4	2	6	0	0	0	0	6	0	8	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	BD02134	2	2	4	0	0	0	0	4	0	9	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B2B782	2	2	4	0	0	0	0	4	0	10	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B4F793	12	2	14	0	0	0	0	14	0	11	Letter	0.403	AADC	2	2
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B4RN74	12	2	14	0	0	0	0	14	0	12	Letter	0.403	AADC	2	2
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B52X02	6	2	8	0	0	0	0	8	0	13	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B5SS58	4	2	6	0	0	0	0	6	0	14	Letter	0.403	AADC	1	1
264112	7/5/2017	7/6/2017	48	CalWIN Daily	1B7F490	18	2	20	0	0	0	0	20	0	15	Letter	0.403	AADC	2	3
264112	7/5/2017	7/6/2017	48	PO BOX 1532	1B7FN84	4	2	6	0	0	0	0	6	0	NA	NA	0	NA	0	1

**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 all 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 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.

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:<br>(Including operations, products<br>and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal<br>injury and property damage, or the full per<br>occurrence limits of the policy, whichever is<br>greater. If Commercial General Liability<br>insurance or other form with a general<br>aggregate limit is used, either the general<br>aggregate limit shall apply separately to this<br>project/location or the general aggregate limit<br>shall be twice the required occurrence limit. |
| (2) Automobile Liability:   | <b>\$1,000,000</b>                      | per accident for bodily injury and property<br>damage.  |
| (3) Workers' Compensation:  | As required by the State of California. |   |
| (4) Employer's Liability:   | <b>\$1,000,000</b>                      | 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:        | <b>\$1,000,000</b> | per incident with the aggregate limit twice the<br>required limit.   |
| (2) Professional Liability: | <b>\$1,000,000</b> | combined single limit per claim and in the<br>aggregate. The policy shall remain in full force<br>and effect for no less than 3 years following<br>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.

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

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

(1) 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.

(2) 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 is excess of Contractor's insurance and shall not contribute to it.

(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 do so 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 terminate 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.

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. 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 CFR 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.

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

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. 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.

## **24. 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.

## **25. 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.



## **26. 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:

i. 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

ii. 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.

## **27. 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.

## **28. 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.

## **29. 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.

### **30. 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.

### **31. 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.

### **32. 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 race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (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.

### **33. 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.

#### **34. 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 but or 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 of Contractor's payment.

#### **35. 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.

#### **36. 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.

#### **37. 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**

**I. 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, not to exceed \$107,246, beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract.

**II. SPECIAL RESPONSIBILITIES OF CONTRACTOR**

Contractor will:

- A. If Contract is a non-profit organization, submit verification.
- B. Provide an audit report, including a management letter, to County annually.
- C. Adhere to the same restrictions and conditions set forth in the 2016 DHCS Agreement No. 16-48, between the Department of Health Care Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.
- D. Adhere to the same restrictions and conditions set for in the 2016 CDSS Agreement No. 16-6140, between the California Department of Social Services and the County, in addition to the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this Contract. A copy of the Agreement and Guidelines will be provided to the designated Privacy/Security Officer of the Contractor by the County.

Please note the Social Security Administration Guidelines and Department of Homeland Security, United States Citizenship and Immigration Services Guidelines documents are highly sensitive and confidential. Only the designated Privacy/Security Officer of the Contractor shall receive these documents, and disclosure shall be limited to the appropriate parties involved with Medi-Cal Personally Identifiable Information (PII). These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

**III. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**

The use of disclosure of information concerning County applicants and recipients will be limited to the use described in Exhibit A of this Contract. Information will not be released to any other agencies except as specified in Welfare & Institutions Code (W&IC) sections 10850, 10850.2 and 14100.2 that describes the use and disclosure of confidential records. The Personally Identifiable Information (PII) provided to Contractor by County falls within the description of confidential records. Contractor recognizes that unauthorized release of confidential information is a misdemeanor under W&IC sections 10850 and 14100.2 and may lead to criminal or civil liability. Contractor will implement security policies and safeguard PII at all times. Contractor will assure County applicants' or recipients' information will not be left unattended in vehicles or public facilities. Contractor will provide evidence of privacy/security training by submission of training materials, confidentiality statement signed annually by staff and organizational policies regarding confidentiality and security of records upon execution of this Contract.

**IV. BREACH REPORTING OBLIGATION**

Contractor will immediately notify H&SS Compliance and Quality Assurance Unit by telephone at 707-784-3186 plus email: HSS-Compliance@SolanoCounty.com or fax 707-421-3207 upon discovery of a breach of secured and unsecured PII when Contractor reasonably believes PII information has been accessed or acquired by an unauthorized person and upon the discovery of a suspected security incident that involved data provided to Contractor. County will notify Contractor of any changes to telephone number, email address and fax number above. Upon notification from the Contractor, the County shall notify the appropriate governing agency as required.

**V. CIVIL RIGHTS COMPLIANCE**

Contractor shall execute the Civil Rights Vendor Assurance of Compliance Agreement with the form attached as Exhibit "D-1"

**VI. DRUG FREE WORKPLACE**

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

**VII. CONFIDENTIALITY TO COMPUTER SYSTEM CERTIFICATION**

Contractor shall execute the form attached as Exhibit D-3.

**VIII. DATA PRIVACY & SECURITY SAFEGUARDS**

Contractor shall execute the form attached as Exhibit D-4

**EXHIBIT D-1**

**VENDOR ASSURANCE OF COMPLIANCE WITH THE SOLANO COUNTY  
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

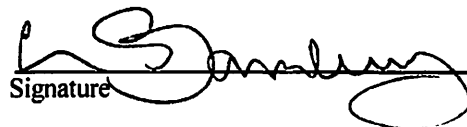
Document Fulfillment Services agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title 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 Document Fulfillment Services 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, Document Fulfillment Services 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 (enter name of vendor/recipient) directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

2/9/18  
ate

  
Signature

2930 Ramona Avenue, Suite 100  
Sacramento, CA 95826

(08/13/01)

**EXHIBIT D-2**

SOLANO COUNTY

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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**Document Fulfillment Services**

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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.

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**CERTIFICATION**

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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.

  
Contractor Signature

**EXHIBIT D-3**

**CONFIDENTIALITY AND ACCESS TO COMPUTER SYSTEM CERTIFICATION**  
Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Services Manual  
Policies and Procedures and following:

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**Document Fulfillment Services**

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Contractor acknowledges and agrees to the following provisions pertaining to client confidentiality and the use of the Solano County ("County") California Work Opportunity and Responsibility to Kids Information Network ("CalWIN") system.

**1. CONFIDENTIALITY**

A. Pursuant to Welfare and Institutions Code section 10850 and Division 19 of California State Department of Social Service Manual of Policies and Procedures, this Certification acknowledges the need for sharing confidential information directly related to the administration of the public social services as outlined in Exhibit A. No other use or disclosure is permitted unless required by law.

B. Contractor certifies that all persons who have access to client information will comply with the provisions of Welfare and Institutions Code section 10850 and Division 19 of California Department of Social Services Manual of Policy and Procedures to assure that all records concerning individuals in receipt of public social services are CONFIDENTIAL and shall not be open to examination, publication, disclosure or use not directly connected with the administration of such public social service. Disclosure of any information that identifies, by name, address, or any other identifying information (e.g. Social Security Number, birth date) any applicant for or recipient of grants-in-aid or services is prohibited.

C. Contractor understands there are criminal penalties for release or use of client information for any purpose other than stated in this Certification.

D. (1.) Contractor understands and agrees that these provisions shall survive any termination or expiration of this Certification.

(2.) Contractor and Contractor's employees are bound by the terms of this Certification even after termination of employment.

E. Contractor agrees to require its current or future employees who are designated to have access to County information system to complete a CalWIN Access Request Form. Contractor must provide an executed form to County prior to the issuance of a security access password to the employee.

F. Contractor will provide training to its employees in such topics as privacy, security and confidentiality prior to granting access to the information system.

G. Contractor agrees to provide verbal notification to County of a privacy or security breach within 24 hours and a written incident report to County within 72 hours. Notification shall be made to the Deputy Director for Employment & Eligibility Services and the CalWIN Manager.

H. Contractor agrees to cooperate with County in any investigation related to any incident(s) involving improper use of client information or services provided under the Contract.



## 2. ACCESS

A. Access is based upon the contracted service(s) provided by the Contractor. CalWIN access will be limited to only the screens that contain information required to perform contracted duties.

B. County, in its sole discretion, may change access levels during the term of this Certification and documented in writing.

C. Access to CalWIN will be allowed only for Contractor's staff, who have signed and submitted a CalWIN Access Request Form. Passwords are confidential, and cannot be shared with anyone, including other staff members.

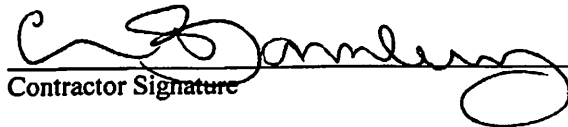
D. Contractor agrees to provide written notification to the County of any change in the status of an employee that relates to this Certification, including termination of access due to leave, job change or other reason, within two (2) weeks of the change.

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## CERTIFICATION

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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 and in the county below, is made under penalty of perjury under the laws of the State of California.

  
Contractor Signature

**EXHIBIT D-4**

**DATA PRIVACY AND SECURITY SAFEGUARDS**

**Document Fulfillment Services**

Contractor must comply with the same privacy and security safeguards required by State and Federal rules, regulations, and law as the County regarding the confidentiality, physical security, encryption, transmission, transport and disposal of electronic and printed data. Confidential is defined as: name, date of birth, address, social security number, driver's license or other identification numbers or any information that can be used to identify or locate an individual.

- A. Contractor shall not capture any information from the County's mail. All information and processes made available to the Contractor by the County shall be kept confidential.
- B. Contractor must ensure:
  - 1. All data are used and stored in an area that is physically safe from access by unauthorized persons during work and non-work hours.
  - 2. Access to secure with properly coded key cards, authorized door keys or access authorization.
- C. Contractor must ensure that there is a monitored alarm system with or without security cameras or security guards twenty-four (24) hours a day, seven (7) days a week.
- D. Contractor must ensure:
  - 1. All portable computer devices (laptops, notebooks, etc.), workstations, and electronic files (thumb drives, floppies, CD/DVDs, etc.) that process and/or store data are encrypted using a vendor product that is recognized as an industry leader for the intended solution, such as a product specified on the California Strategic Sourced Initiative (CSSI) located at the following link: [www.pd.dgs.ca.gov/masters/EncryptionSoftware](http://www.pd.dgs.ca.gov/masters/EncryptionSoftware) html.
  - 2. All workstations, laptops and other systems.
  - 3. All data are wiped from systems when the data are no longer required.
  - 4. All remote access to data is established over and encrypted session protocol using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- E. Contractor must ensure that disks and other transportable media sent through the mail are encrypted using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on the CSSI.
- F. Contractor must ensure that all data transmissions are encrypted end-to-end using a vendor product that is recognized as an industry leader in meeting the needs for the intended solution, such as products specified on CSSI. The data shall be encrypted at the minimum of 128 bit AES or 3DES (Triple DES) is AES in unavailable.
- G. Contractor must ensure that a bonded courier, with signature receipt, is used for the transport of paper documents and electronic media.
- H. Contractor must ensure that paper documents are disposed of through confidential means, such as cross cut shredding and pulverizing.

1. If a breach of data security the Contractor must:
  1. Ensure that the County is notified immediately by telephone or email upon the discovery of a breach of data security.
  2. Ensure that the notification includes contact information, a description of the breach or loss with scope, time, and location of the breach or loss, and a description of how the data were physically stored, contained or packaged (password protected, encrypted, locked, container, etc.).
  3. Take prompt corrective action to mitigate any risks or damages involved with the breach.
  4. Investigate the breach and produce a written report within five (5) working days of the incident, detailing what data elements were involved. The report must include a description of: a) the unauthorized persons know or believed to have improperly used or disclosed the data, b) where the data are believed to have been improperly transmitted, sent or used, and (c) the probable cause (s) of the breach and a detailed action plan including steps taken to stop or contain the breach.

J. TIMELY DELIVERY

Time is of the utmost importance; therefore, the Contractor shall complete all deliveries as required.

I, the undersigned, am duly authorized to bind the Contractor to the requirements as described in Exhibit D4, Data Privacy and Security Safeguards.

Signature: 