

DEPARTMENT OF GENERAL SERVICES

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REQUEST FOR PROPOSALS (RFP)

NUMBER: 952-0803-23

FOR

Expanded Subsidized Employment Program

RELEASE DATE: August 3, 2022

RESPONSE DUE: September 9, 2022 5:00 PM, PDT

SUBMIT PROPOSAL TO:	RFP COORDINATOR
Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com	Nes Despabiladeras, Buyer Phone: 707-784-6322 nadespabiladeras@solanocounty.com
Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://Solanocounty.Bonfirehub.Com for any changes or information relating to this RFP.	
"Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance."	

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1. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFP.

The County of Solano, Department of Health & Social Services' Employment & Eligibility Services Division, hereinafter referred to as the "County," intends to secure a contract or contracts with a qualified proposer(s) to administer the CalWORKs Expanded Subsidized Employment Program (ACL 13-81) for the County's eligible CalWORKs clients.

2. BACKGROUND

Assembly Bill 74 (Chapter 21, Statutes of 2013) created the ESE Program to expand subsidized employment opportunities for CalWORKs clients in California. ESE Program will provide clients with the opportunity to gain paid work experience, improve job skills, and have the opportunity to gain permanent unsubsidized employment with employers. The proposer will provide job training, job coaching, and placement into subsidized employment. The proposer will develop work site agreements with employers that describe each specific work assignment and clearly outline the expectations of the employer and the County.

3. SCOPE OF SERVICE/ PROJECT

Selected proposer(s) will:

1. Engage local employers about the benefits of the program and promote the Work Opportunity Tax Credit (WOTC).
2. Develop and maintain worksite agreements with participating and potential new employers.
 - a. The worksite agreement will describe each specific work assignment and clearly outline the expectations of the selected proposer, employer, and the County. The selected proposer will be responsible for creating, completing, and obtaining signatures on a County Approved Worksite Agreement.
 - b. The selected proposer will, at minimum, ensure the Worksite Agreement meets the following conditions:
 - i. Comply with all California State Labor laws including those related to healthcare and paid sick leave.
 - ii. Maintain and keep current all business taxes as applicable, as well as all payroll taxes including Federal Insurance Contribution Act (FICA), Unemployment Insurance, State Disability Insurance, Workers' Compensation Insurance, etc.
 - iii. Provide comprehensive general liability insurance protection, and if an employee will operate a motor vehicle as part of his or her job, provide comprehensive automobile liability insurance.
 - iv. Provide for the cost of supervision, training, necessary equipment and any other normally provided employee benefit.
 - v. Pay the current wage rate for the established subsidy period.
 - vi. Use the Worksite Agreement and other forms, invoices, and documents approved by the County for the Project.
3. Develop an employer database of new and existing job opportunities.

4. The selected proposer or the employer of placement must serve as the Employer of Record. Contracting out this responsibility to any other entity is not authorized.
5. Comply with state and federal worker protection provisions outlined in Welfare and Institutions Code section 11324.6.
6. Place referred participants into subsidized employment based on skillset, experience, and goals.
7. Closely supervise the participant and their performance.
 - a. Meet regularly (at a minimum of once a month) with clients to provide Job Coaching and Job Counseling to improve clients' employability throughout their participation in the program.
 - b. Inform County of any significant barriers affecting a client's participation.
8. Provide Job Retention services.
9. Services shall be provided for clients who reside in any area of the County, including the following cities and surrounding unincorporated areas: Fairfield, Suisun, Cordelia, Vacaville, Dixon, Rio Vista, Benicia, and Vallejo.

Tiered Reimbursement of Subsidized Wages

1. The County will reimburse the Selected Proposer for subsidized wages based on a tiered reimbursement structure:

Month	Percent of earned wages reimbursed	Placement Type
Month 1	100%	Initial
Month 2	100%	
Month 3	100%	
Month 4	75%	
Month 5	50%	
Month 6	25%	
Month 7	25%	Extension 1*
Month 8	25%	
Month 9	25%	
Month 10	25%	Extension 2*
Month 11	25%	
Month 12	25%	

*All extensions require prior approval by County and written justification to support retention or specific skill building experience must be submitted to County.

Performance Measures:

1. 80% of referred candidates are placed into subsidized employment with employer, within a mutually agreed upon timeframe between selected proposer and County.

2. Of the total number of candidates captures in measure 1, 60% shall be scheduled for an interview within 2 weeks from dates of receipt of candidate information.
3. 80% of placed candidates shall complete subsidized employment placement.
4. Of the total number of participants who complete their subsidized employment, 50% are hired into unsubsidized employment, either with a subsidized employer or another employer, within a mutually agreed upon timeframe between selected proposer and County.

Reporting Requirements:

1. Selected proposer will submit all required reporting on the 15th day of the month following the close of the reported month.
 - a. Required Reports:
 - i. Employee/Participant Outcome Data.
 - ii. A list of all clients referred to the County in the reported month.
 - iii. A list of all subsidized and unsubsidized job placements and job retention activities for the reported month.
 - iv. A list of all employer partners to include a description of the positions available.
2. Selected proposer will provide other relevant program and financial statistical reporting and data upon request of the County.

4. CONTRACT DURATION AND FUNDING AVAILABILITY

Contingent upon approval by the County Board of Supervisors (BOS), the County intends to award (1) one-year contract with an estimated cost not to exceed \$568,340, of which at least 50% must be spent on subsidized wages, to the responsible proposer(s) whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract(s) will begin on or about 10/1/22, and terminate on 6/30/23. The County reserves the right to award a one-year contract through this RFP, which may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding, for two additional one-year terms without a competitive bid process, representing a total contract term of no more than three (3) years at the sole discretion of the County, provided the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original contract and response.

The funding or portions of this funding for the contract resulting from this RFP may be contingent upon the State budget; receipt of funds from and/or obligation of funds by the Federal government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

5. SCHEDULE OF EVENTS

August 3, 2022	RFP issued
August 17, 2022	Optional pre-proposal conference via Microsoft Teams – Attendance, though not mandatory, is highly recommended.
August 19, 2022	Optional Intent to Propose submitted.
August 19, 2022	Questions concerning RFP and project emailed to nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST
August 24, 2022	The County’s response to questions posted on Bonfire E-Procurement Platform website at https://solanocounty.bonfirehub.com
September 9, 2022	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.
September 16, 2022	Notification of selected contractor
September 19, 2022	Contracting process
October 1, 2022	Project commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com>. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

To subscribe with Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided

6. INSTRUCTIONS TO PROPOSERS

Please prepare your proposal in accordance with the following requirements.

- a. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 25 single-sided, 8.5” x 11”, numbered pages. Number each page consecutively. A copy of the RFP and resumes must be included in an appendix to the proposal.
- b. Cover Letter. The proposal must be submitted with a cover letter describing the proposer’s interest and commitment to the proposed project. The letter must state that the proposal is valid for a (120)-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
675 Texas Street Suite 2500
Fairfield, CA 94533

Attention: Nes Despabiladeras, RFP Coordinator

- c. Approach and Management Plan. This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.
- d. Qualifications, Experience and References.
 - i. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
 - ii. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description of each project associated with the reference, and the role of the respective team member Use Attachment (7) Key Team Members Reference Sheet.
 - iii. The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment (6) Agency Reference Sheet.
- e. Staffing Plan. This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.

- f. **Work Plan and Schedule.** This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule by June 30, 2023.
- g. **Cost Control.** This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. **Additional Relevant Information.** Proposers may include additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
- i. **Budget.** The budget should include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories.
- j. **Detailed Documentation of Financial Resources:** The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
 - i. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
 - ii. In lieu of audited financial statements, the County may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.
 - iii. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- k. **County Contract:** Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.
- l. **Optional Pre-Response Conference:** A pre-response conference is scheduled at the time and date set forth in the Schedule of Events and will be held virtually. The purpose of the conference is to provide an opportunity for potential responders to ask specific questions about the project and to request RFP clarification. The County will entertain verbal questions asked at the conference; however, the potential responders will be required to submit all questions in writing after the conference for an official County response. The County response will be provided as an Amendment on the date and time listed in the schedule of events. Only written questions will be addressed with written responses, by way of amendment to this RFP.

- m. Submittal of Proposal: An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.
- n. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

7. EVALUATION OF PROPOSALS

- a. Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- b. Categories: The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	30
Scope of Work/Program Description	30
Presentation/Demonstration	20
Budget	20
Total Possible Points	100

- c. Best Value: The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

8. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all pertinent information available, the County will either reject all proposals or issue a written notice of intent to award the contract to all proposers that submitted timely proposals. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.

- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Standard Contract included in Exhibit I to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

9. PROTEST AND APPEAL

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision. Proposers shall frequently check the County website and the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

10. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.
- b. RFP Amendment, Cancellation and Right of Rejection.
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. Confidentiality. The County will retain a copy of each response to this RFP for the period specified in the County's Retention Schedule. Proposals will become public records after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it

will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11. ATTACHMENTS AND EXHIBITS

Attachment 1:	Intent to Propose Form
Attachment 2:	Sample- Budget Narrative
Attachment 3:	Budget Worksheet
Attachment 4:	Signature Page
Attachment 5:	Question and Answer Form
Attachment 6:	Agency Reference Form
Attachment 7:	Key Team Member Reference Form
Attachment 8:	Non-Collusion Declaration Form
Attachment 9:	Certification of Compliance
Attachment 10:	Solano County Reservation
Attachment 11:	Drug-Free Workplace Certification
Attachment 12:	Disclosure of Criminal and Civil Proceedings
Attachment 13:	Debarment Certification
Attachment 13:	Solicitation Checklist
Exhibit I:	County Standard Contract
Exhibit A:	Scope of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit C:	General Terms and Conditions
Exhibit D:	Special Terms and Conditions

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EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM

INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Respond form to Solicitation Coordinator as of August 5, 2022 until August 19, 2022 5:00 P.M.

To: County of Solano Purchasing Services
Attention: _____
Title: _____
Email: _____

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intent to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

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SAMPLE- BUDGET NARRATIVE-SAMPLE

(Note: The Budget narrative is the justification of “how” and/or “why” a line item helps to meet the program deliverables. The categories will change based on the proposed budget)

1. Personnel

A. Salary –

Total: \$55,396.00

Program Director currently oversees the program and will spend 100% of their time hiring, supervising and training staff. This individual’s annual salary is \$26,596.00 and will be covered for the 12 months of the contract.

Program Coordinator will spend 100% of their time providing direct service to the participants (describe services). This individual’s annual salary is and will be covered for the 12 months of the contract totaling \$22,000.00.

Program Assistant is a part-time assistant which will provide (describe services). This individual’s annual salary is \$10.00 per hour for 20 hours a week for 34 weeks of the contract year totaling \$6,800.00.

B. Fringes Benefits –

Total: \$18,629.00

FICA will be paid for all salaries: $\$55,396.00 \times .0765 = \$4,237.79$.

Unemployment cost is $\$31,722.00 \times 3 \times .03 = \$2,855.00$.

Retirement for full-time employees: $\$48,596.00 \times .06 = \$2,916.00$.

Health Insurance cost for full-time employees is the following:

Director: $\$357 \times 12 \text{ months} = \$4,284.00$.

Coordinator: $\$365 \times 12 \text{ months} = \$4,380.00$.

2. Operating Expenses

A. Travel –

Total: \$1,689.00

The staff is expected to travel around the county/State to visit sites, attend meetings and trainings/conferences, meet with county partners, visit families etc. The agency reimbursable rate is 0.445 and not the Federal rate of 0.585.

Program Director 300 miles $\times 0.445 = \$134$; Daily Subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$593.00.

Program Coordinator 200 miles $\times 0.445 = \$89$; Daily Subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$548.00.

Program Assistant 200 miles $\times 0.445 = \$89$; Daily subsistence $\$91.75 \times 5 \text{ days} = \458.75 ; Total \$548.00

B. Equipment Purchases –

Total: \$1,200.00

One computer package including printer, scanner, and Word Programs will be purchased. The computer will be based in the administrative office and will be used to develop and maintain client databases in addition to performing administrative work connected to this program.

- C. Transportation –Recipient** **Total \$5,280.00**
 Due to the lack of transportation services in the county, transportation is provided for families and children to participate in activities.
 Gas: \$100.00 a month x 12 months = \$1200.00
 Insurance: Automobile Liability per year for \$1380.00
 Repair and Maintenance: Routine Maintenance for Van (oil change, tires, etc.) as needed \$300.00
 Van Rental for use of County Transportation Vans (\$200.00 a month x 12 months) = \$2,400.00.
- D. Medical Supplies and Expense –** **Total \$100.00**
 4 First-aid kits will be purchased in case of a medical emergency. 4 x \$25.00 = \$100.00
- E. Facility Expenses –** **Total \$7,133.00**
 Monthly rent and utilities cost is necessary for the site location to provide the services and activities. The cost is pro-rated at 50% for Rent and Utilities because the Department of Education contract covers the other 50% of the cost.
- Rent:** \$600.00 a month (pro-rated 50% of usage) \$300.00 x 12 months = \$3600.00.
Utilities: \$300.00 a month (pro-rated 50% of usage) \$150.00 x 12 months = \$1800.00.
Repair/Maintenance: \$50 a month x 12 months = \$600.00.
Janitorial Supplies: \$30 a month x 12 months = \$360.00.
Liability/Property Insurance: \$1546.00 per year (pro-rated 50%) = \$773.00.
- F. Other –** **Total \$11,151.00**
Meeting Supplies: to provide supplies for administrative meetings, workshops, etc. \$75.00 x 12 months = \$900.00.
Employee Training: to provide supplies for professional development and orientation for staff. \$41.67 x 12 months = \$500.00.
Dues and Subscriptions: to maintain memberships to organizations \$10.00 x 12 months = \$1200.00.
Flex Funds: to provide financial support to participants, pay bills, and provide clothing, etc. \$91.66 per month x 12 months = \$1100.00.
Office Supplies: including binders, file folders, printer paper, toner, staples, etc. \$100.00 per month x 12 months = \$1200.00
Phone and Internet Service: This service is needed to stay connected to funding sources, parents, community collaborators and staff \$125.00 per month x 12 months = \$1500.00
Postage: Includes mailing, postage of flyers, program announcements, fiscal reports, etc. \$100.00 x 12 months = \$1200.00.
Printing: to include flyers, registration forms, handouts, workshop information, binding etc. \$41.67 x 12 months = \$500.00.
Advertising: to include hiring notices, meetings, special events \$50.00 x 12 months = \$600.00.
Sub-Contracting for Lawn and Parking lot: to maintain the appearance and safety of the outside area of the organization \$83.33 x 12 = \$1,000.00.
Curricula Cost: (Name Curricula and population it will serve): \$1200.00.
 Snacks: provided for meetings, participants, etc. \$70.92 x 12 months = \$851.00.
- G. Indirect Costs –** **Total \$0**
 Please provide a percentage based on the agency’s cost allocation plan unless the agency is using the Direct Allocation Method.

Total: \$100,000

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EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

BUDGET WORKSHEETS- SUMMARY

The Budget Worksheet (ATTACHMENT 3) must be prepared according to the Budget Worksheet Instructions found on pages 12-13. The total cost on the Budget Worksheet must equal or be less than the amount of the annual budget listed in the RFP as described on page 7.

NOTE: A separate budget must be completed for start-up and each term for which funding is requested.

PROPOSER NAME _____

BUDGET SUMMARY

COST CATEGORY	Start Up Budget Year 1 Only	Dates: <u>10/1/2022-</u> <u>6/30/23</u>		
A. Personnel				
B. Operating Expenses				
C. Subcontractor				
D. Indirect Costs				
TOTAL				

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BUDGET WORKSHEET

YEAR 1: 08/03/2020-6/30/2021

(Budget will be prorated based on start date of contract)

Line Item	FTE	
<u>Personnel Expenses</u>		
Staff Member 1		
Staff Member 2		
Staff Member 3		
Staff Member 4		
Benefits <i>include percentage rate</i>		
SUBTOTAL PERSONNEL		
<u>Operating Expenses</u>		
<i>examples only – please list all expected operating expenses in budget proposal</i>		
Rent & Utilities		
Office Supplies & Material		
Telephone & Communication		
Postage/Mailing		
Reproduction/Copying		
Travel		
Training/Conferences		
Client supports		
Other		
SUBTOTAL OPERATING EXPENSES		
<u>Subcontractors (only as needed)</u>		
Subcontractor 1		
Subcontractor 2		
SUBTOTAL SUBCONTRACTORS		
<u>Indirect Costs</u>		
Indirect Costs		
SUBTOTAL INDIRECT COSTS		
GRAND TOTAL EXPENSES		

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SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES), (NO) OR (N/A)

Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Documents to be returned	
Other (Please specify): _____	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE TO RESPOND TO THIS FORM.

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county’s response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use page 2 of 2 for more questions:

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

KEY TEAM MEMBERS REFERENCE FORM

Please provide below information for each key team member proposed in your proposal:

Key Team Member Name:	
1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description of Service	
Dates(S) When Service Provided	

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

SOLANO COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY / ORGANIZATION NAME	
-----------------------------	--

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named 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, _____, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient 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.

FEDERAL TAX I.D. NUMBER	
-------------------------	--

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 4.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or 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.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

COMPLETE THIS FORM AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 952-0805-23
EXPANDED SUBSIDIZED EMPLOYMENT PROGRAM**

CHECK LIST

This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.	indicate by initialing
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal formatted as per solicitation requirement	
Proposal number of page does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included	
A complete package of technical proposal as required is provided	
A complete cost proposal contains budget and budget narrative (as required)	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer’s submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY STANDARD CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

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

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

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 _____, 2018.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE _____
SIGNATURE:	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____ CITY STATE ZIP CODE
ADDRESS _____ CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/22/18

SCOPE OF WORK

[Actual scope of work to be negotiated upon contract award.]

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)

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.

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.

(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 is 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 "Anti-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. 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 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

SPECIAL TERMS AND CONDITIONS

[Additional Special Terms and Conditions may be negotiated upon contract award]

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR

If Contractor is a non-profit organization, submit verification of non-profit status.

2. VENDOR ASSURANCE OF COMPLIANCE

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

3. DRUG FREE WORKPLACE

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

4. CONFIDENTIALITY AND ACCESS TO COMPUTER SYSTEM CERTIFICATION

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

5. Privacy and Security Agreement

Contractor shall execute the form attached as Exhibit "D-4".

6. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 10850 and 11478.1 and will abide by its requirements.

12. VENDOR ASSURANCE OF COMPLIANCE WITH

13. THE SOLANO COUNTY HEALTH & SOCIAL SERVICES DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

(VENDOR/RECIPIENT)

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 **(enter name of VENDOR/RECIPIENT)** 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 **(enter name of vendor/recipient)** 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.

Date

Director’s Signature

Address of **(enter name of vendor/recipient)**

(08/13/01)

CR50-Vendor Assurance of Compliance

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named 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, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient 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 or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number

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:

=====

«Service_Provider_Name»

=====

The 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.

CERTIFICATION

I, the official named below, 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

Date

SOLANO COUNTY
PRIVACY AND SECURITY AGREEMENT (PSA)

(Contractor Name)

This Exhibit to the *County of Solano Standard Contract* constitutes a *Contractor Privacy Security Agreement* (“**Agreement**”) between the County of Solano (“**County**”) and the contractor or vendor named in Section 1 of the Standard Contract (“**Contractor**”) and applies to the functions Contractor will perform on behalf of the County (“**Services**”), that are identified in Exhibit A, Scope of Work, of the Standard Contract.

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 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 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.
- c. **Confidentiality Statement.** Ensure that all Contractor Staff, accessing, using or disclosing PII, sign a confidentiality statement (provided by the County). 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:

- 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 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.

- 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.
- 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 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.
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. The following exhibits to the State Agreements are attached to and incorporated into this Agreement by this reference, and Contractor agrees to comply with the applicable privacy and security requirements in these exhibits.

EXHIBIT A - Exhibit A consists of the current versions of the following documents, copies of which can be requested by the County Department/Agency information security and privacy staff from CDSS by emailing CDSS at cdsspsa@dss.ca.gov.

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, a copy of which can be requested by the County Department/Agency information security and privacy staff by emailing CDSS at cdsspsa@dss.ca.gov.

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)

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.
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

(Signature) (Date)

(Name – Print or Type) (Title – Print or Type)

Contractor _____
[organization name],

(Signature) (Date)

(Name – Print or Type) (Title – Print or Type)

Federal Tax ID Number

Approved 12/17/20