

CALWIN CLIENT CORRESPONDENCE PRINTING AND MAILING AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of November, 2005, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **DOCUMENT FULFILLMENT SERVICES**, a for-profit corporation, whose address is 910 Riverside Parkway, Suite 40, West Sacramento, CA 95605 hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY's Department of Employment and Temporary Assistance (E&TA), has a need for CalWIN client correspondence printing and mailing services to provide correspondences to clients; and,

WHEREAS, CONTRACTOR is able to provide correspondence printing and mailing services needed by the COUNTY, and is willing to provide them subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 966-4123, dated June 20, 2005 and Addendum No. One (1) to COUNTY's RFP 966-4123, dated July 25, 2005.

B. CONTRACTOR shall also be held responsible for all services as set forth in Exhibit A, "SUMMARY OF SERVICES", attached hereto and by this reference incorporated herein.

C. COUNTY shall be held responsible for services as set forth in Exhibit A, page three (3), under the heading "COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING".

D. In the event of any inconsistency among the documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all Exhibits, 2) to the RFP, 3) to the CONTRACTOR's response to the RFP. A copy of COUNTY's revised RFP No. 966-4123 and CONTRACTOR's responses, shall be retained and made available during the term of this Agreement by E&TA.

1 **2. TERM**

2 This Agreement shall become effective on the 1st day of December, 2005 and shall
3 terminate on the 30th day of November, 2006.

4 This Agreement shall automatically be extended for two (2) additional twelve (12)
5 month periods upon the same terms and conditions herein set forth, unless written notice of non-
6 renewal is given by any one (1) CONTRACTOR or COUNTY's Department of Employment
7 Temporary Assistance Director or designee, not later than thirty (30) days prior to the close of the
8 current Agreement.

9 **3. TERMINATION**

10 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
11 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
12 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
13 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

14 B. Breach of Contract - COUNTY may immediately suspend or terminate this
15 Agreement in whole or in part, where in the determination of COUNTY there is:

- 16 1) An illegal or improper use of funds;
17 2) A failure to comply with any term of this Agreement;
18 3) A substantially incorrect or incomplete report submitted to COUNTY;
19 4) Improperly performed service.

20 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
21 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.
22 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
23 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
24 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
25 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
26 promptly refund any such funds upon demand or, at COUNTY's option, such repayment shall be
27 deducted from future payments owing to CONTRACTOR under this Agreement.

28 C. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by CONTRACTOR or COUNTY or COUNTY's Department of
2 Employment and Temporary Assistance Director, or designee upon the giving of thirty (30) days
3 advance written notice of an intention to terminate.

4 **4. COMPENSATION**

5 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
6 compensation as follows: Payment shall be made upon certification or other proof satisfactory to
7 COUNTY's Department of Employment and Temporary Assistance, that services have actually been
8 performed by CONTRACTOR as specified in this Agreement. Allowable expenditures under this
9 Agreement are specifically established and identified in Exhibit B, "BUDGET SUMMARY", attached
10 hereto and by this reference incorporated herein. In no event shall actual services performed under
11 this Agreement be in excess of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) for
12 the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's
13 performance of services under this Agreement shall be borne by CONTRACTOR.

14 To the extent permitted by State and Federal rules and regulations, advanced payment of
15 up to twenty percent (20%) of the compensation under this Agreement may be requested of COUNTY
16 by CONTRACTOR. Approval of an advanced payment is at the sole discretion of COUNTY's
17 Department of Employment and Temporary Assistance Director, or designee. If advanced payment
18 occurs, the amount of the advanced payment shall be deducted in equal installments from claims
19 submitted for the final six (6) months of this Agreement.

20 Except as provided above regarding advanced payment, payments by COUNTY shall be
21 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt
22 and verification of CONTRACTOR's invoices by COUNTY's Department of Employment and
23 Temporary Assistance. If CONTRACTOR should fail to comply with any provision of this
24 Agreement, COUNTY shall be relieved of its obligation for further compensation. All final claims
25 and/or any final budget modification requests shall be submitted by CONTRACTOR within sixty (60)
26 days following the final month of service for which payment is claimed. No action shall be taken by
27 COUNTY on claims submitted beyond the sixty (60) day closeout period. Any compensation which is
28 not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement shall

1 automatically revert to COUNTY.

2 **5. INVOICING**

3 CONTRACTOR shall invoice COUNTY monthly, addressed to the Fresno County
4 Department of Employment and Temporary Assistance, 4499 E. Kings Canyon Road, Fresno, CA
5 93750-0001, Attention: Staff Analyst.

6 **6. INDEPENDENT CONTRACTOR**

7 In performance of the work, duties and obligations assumed by CONTRACTOR under
8 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
9 CONTRACTOR's officers, agents and employees will at all times be acting and performing as an
10 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
11 employee, joint venturer, partner or associate of COUNTY. Furthermore, COUNTY shall have no
12 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
13 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
14 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
15 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
16 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
17 directly or indirectly the subject of this Agreement.

18 Because of its status as an independent contractor, CONTRACTOR shall have
19 absolutely no right to employment rights and benefits available to COUNTY employees.
20 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
21 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
22 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
23 including compliance with Social Security, withholding and all other regulations governing such
24 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
25 providing services to others unrelated to COUNTY or to this Agreement.

26 **7. MODIFICATION**

27 Any matters of this Agreement may be modified from time to time by the written
28 consent of all the parties without, in any way, affecting the remainder.

1 Minor changes as determined by COUNTY's Department of Employment and
2 Temporary Assistance Director or designee may be made with the written approval of COUNTY's
3 Department of Employment and Temporary Assistance Director, or designee and CONTRACTOR.
4 Minor changes include, but are not limited to changes that will not significantly alter the services
5 identified in Exhibit A, and changes in addresses to which notices or invoices are to be sent. Any
6 minor modifications made with the written approval of COUNTY's Department of Employment and
7 Temporary Assistance Director, or designee and CONTRACTOR shall not result in an increase to the
8 maximum compensation.

9 **8. NON-ASSIGNMENT**

10 Neither party shall assign or transfer this Agreement nor their rights or duties under this
11 Agreement without the prior written consent of the other party.

12 **9. HOLD HARMLESS**

13 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
14 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
15 attorney fees and court cost, damages, liabilities, claims and losses occurring or resulting to COUNTY
16 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
17 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
18 court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or
19 corporation who may be injured or damaged by the performance, or failure to perform, of
20 CONTRACTOR, its officers, agents or employees under this Agreement. In addition,
21 CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit
22 exceptions resulting from non-compliance herein on the part of CONTRACTOR.

23 **10. INSURANCE**

24 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or
25 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
26 following insurance policies throughout the term of this Agreement:

27 **A. Commercial General Liability**

28 Commercial General Liability Insurance with limits of not less than One Million
Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million

1 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
2 COUNTY may require specific coverage including completed operations,
3 product liability, contractual liability, Explosion, Collapse, and Underground
4 (XCU), fire legal liability or any other liability insurance deemed necessary
5 because of the nature of the Agreement.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits for bodily injury of
8 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
9 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
10 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
11 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
12 should include owned and non-owned vehicles used in connection with this
13 Agreement.

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,
16 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
17 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three
18 Million Dollars (\$3,000,000) annual aggregate.

19 D. Worker's Compensation

20 A policy of Worker's Compensation Insurance as may be required by the
21 California Labor Code.

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability
23 insurance naming the County of Fresno, its officers, agents, and employees, individually and
24 collectively, as additional insured, but only insofar as the operations under this Agreement are
25 concerned. Such coverage for additional insured shall apply as primary insurance and any other
26 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
27 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
28 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTOR signs this Agreement,
CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
foregoing policies, as required herein, to the Fresno County Department of Employment and
Temporary Assistance, 4499 E. Kings Canyon Road, Fresno, CA 93750-0001, Attention: Staff

Analyst, stating that such insurance coverage's have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of B+ FSC VIII or better.

11. SUBCONTRACTS

CONTRACTOR shall obtain written approval from COUNTY's Department of Employment and Temporary Assistance Director, or designee before subcontracting any of the services delivered under this Agreement. Any transferee, assignee or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and Federal regulations.

CONTRACTOR shall be held primarily responsible by COUNTY for the performance of any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY's Department of Employment and Temporary Assistance Director, or designee. The use of subcontractors by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation that is provided for under this Agreement.

12. CONFLICT OF INTEREST

No officer, employee or agent of COUNTY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or

1 indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all Federal,
2 State and local conflict of interest laws, statutes and regulations, which shall be applicable to all
3 parties and beneficiaries under this Agreement and any officers, employee or agent of COUNTY.

4 **13. NON-DISCRIMINATION**

5 CONTRACTOR hereby agrees that in the performance of this Agreement, it will
6 comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the
7 Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food
8 Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with
9 Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government
10 Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i),
11 and (j); California Government Code section 4450; Title 22, California Code of Regulations section
12 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-
13 Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of
14 the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state
15 laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts
16 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the
17 administration of public assistance and social services programs are nondiscriminatory, to the effect
18 that no person shall because of ethnic group identification, age, sex, color, disability, medical condition,
19 national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded
20 from participation in or be denied the benefits of, or be otherwise subject to discrimination under any
21 program or activity receiving federal or state financial assistance. Contractor agrees that it will
22 immediately take any measures necessary to effectuate the terms of this Non-Discrimination agreement.

23 CONTRACTOR gives the above agreement in consideration of and for the purpose of
24 obtaining any and all federal and state assistance. CONTRACTOR hereby agrees that administrative
25 methods/procedures which have the effect of subjecting individuals to discrimination or defeating the
26 objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures
27 (MPP) Chapter 21, will be prohibited.
28

1 CONTRACTOR agrees to compile data, maintain records and submit reports as
2 required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit
3 authorized COUNTY, CDSS and/or federal government personnel, during normal working hours, to
4 review such records, books and accounts as needed to ascertain compliance. If there are any violations
5 of this Non-Discrimination section, CDSS shall have the right to invoke fiscal sanctions or other legal
6 remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section
7 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for
8 further compliance action and enforcement of this section. Furthermore, if an allegation of
9 discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear
10 and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement
11 were not used in connection with the alleged discrimination.

12 A. Eligibility for Services

13 CONTRACTOR shall prepare and make available to COUNTY and to the public
14 all eligibility requirements to participate in the program plan set forth in Exhibit A.

15 B. Employment Opportunity

16 CONTRACTOR shall comply with the COUNTY policy, and the Equal
17 Employment Opportunity Commission guidelines, which forbids discrimination against any person on
18 the grounds of race, color, national origin, sex, religion, age or handicapped status in employment
19 practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination,
20 upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities and other
21 terms and conditions of employment.

22 C. Nepotism

23 Except by consent of the COUNTY's Department of Employment and
24 Temporary Assistance Director, or designee, no person shall be employed by CONTRACTOR who is
25 related by blood or marriage to, or who is a member of the Board of Directors or an officer of
26 CONTRACTOR.

27 **14. RECRUITMENT OF EMPLOYEES AND SERVICE TO CLIENTS**

28 CONTRACTOR shall ensure that its employment recruitment efforts, including

1 administrative and professional staff positions, are carried out so as to adequately reflect the cultural
2 and ethnic diversity of the population of Fresno County. CONTRACTOR shall use its best efforts to
3 serve all cultural and ethnic groups residing in Fresno County. CONTRACTOR's employment efforts
4 will be monitored by COUNTY at periodic intervals.

5 **15. CONFIDENTIALITY**

6 All services performed by CONTRACTOR under this Agreement shall be in strict
7 conformance with all applicable Federal, State of California and/or local laws and regulations relating
8 to confidentiality including, but not limited to, California Welfare and Institutions Code section 10850
9 and the California Department of Social Services (CDSS) Manual of Policies and Procedures, Division
10 19-000 to assure that all applications and records concerning program recipients shall be kept
11 confidential and shall not be opened to examination, publicized, disclosed or used for any purpose not
12 directly connected with administration of the program. CONTRACTOR shall inform all of its
13 employees, agents, officers, subcontractors, Board of Directors member or partners of this provision
14 and that any person knowingly and intentionally violating this provision is guilty of a misdemeanor.

15 **16. PERSONNEL DISCLOSURE**

16 CONTRACTOR shall make available to COUNTY a current list of all personnel
17 providing services hereunder. Changes to this list will be immediately provided to COUNTY in
18 writing. The list shall provide the following information:

- 19 A. All full or part-time staff positions by title whose direct services are required to
20 provide the programs described herein;
- 21 B. A brief description of the functions of each such position and hours each person
22 in such position works each week or, for part-time positions, each day or month, as appropriate;
- 23 C. The education and experience levels required for each position; and
- 24 D. The names of persons filling the identified positions.

25 **17. CLEAN AIR AND WATER**

26 In the event the funding under this Agreement exceeds One Hundred Thousand and
27 No/100 Dollars (\$100,000.00), CONTRACTOR shall comply with all applicable standards, orders or
28 requirements issued under the Clear Air Act contained in 42 U.S. Code 7601 *et seq.*; the Clean Water

1 Act contained in 33 U.S. Code 1368 *et seq.*; and any standards, laws and regulations promulgated
2 thereunder. Under these laws and regulations, CONTRACTOR shall assure:

3 A. No facility shall be utilized in the performance of the Agreement that has been
4 listed on the Environmental Protection Agency (EPA) list of Violating Facilities;

5 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of
6 any communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility
7 to be utilized in the performance of this Agreement is under consideration to be listed on the EPA list
8 of Violating Facilities;

9 C. COUNTY and U.S. EPA shall be notified about any known violation of the
10 above laws and regulations; and

11 D. This assurance shall be included in every nonexempt subgrant, contract, or
12 subcontract.

13 **18. DRUG-FREE WORKPLACE REQUIREMENTS**

14 For purposes of this Paragraph, CONTRACTOR will be referred to as the "grantee". By
15 drawing funds against this grant award, the grantee is providing the certification that is required by
16 regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These
17 regulations require certification by grantees that they will maintain a drug-free workplace. False
18 certification or violation of the certification shall be grounds for suspension of payments, suspension
19 or termination of grants, or government wide suspension or debarment.

20 CONTRACTOR shall also comply with the requirements of the Drug-Free Workplace
21 Act of 1990 (California Government Code section 8350 *et seq.*).

22 **19. DEBARMENT-CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**
23 **INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED**
24 **TRANSACTIONS**

25 A. COUNTY and CONTRACTOR recognize that Federal assistance funds will be
26 used under the terms of this Agreement. For purposes of this Paragraph, CONTRACTOR will be
27 referred to as the "prospective recipient".

28 B. This certification is required by the regulation implementing Executive Order

1 12549, Debarment and Suspension, 29 CFR Part 98, section 98.510, Participant's responsibilities. The
2 regulations were published as part VII of the May 26, 1988 Federal Register (pages 19160-19211).

3 1) The prospective recipient of Federal assistance funds certified by entering
4 into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for
5 debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any
6 Federal department or agency.

7 2) The prospective recipient of funds agrees by entering into this
8 Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who
9 is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered
10 transaction, unless authorized by the Federal department or agency with which this transaction
11 originated.

12 3) Where the prospective recipient of Federal assistance funds is unable to
13 certify to any of the statements in this certification, such prospective participant shall attach an
14 explanation to this Agreement.

15 4) The prospective recipient shall provide immediate written notice to
16 COUNTY if at any time prospective recipient learns that its certification in Paragraph Nineteen (19) of
17 this Agreement was erroneous when submitted or has become erroneous by reason of changed
18 circumstances.

19 5) The prospective recipient further agrees that by entering into this
20 Agreement, it will include a clause identical to Paragraph Nineteen (19) of this Agreement and titled
21 "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
22 Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier
23 covered transaction.

24 6) This assurance shall be included in every non-exempt subgrant, contract,
25 or subcontract.

26 7) The certification in Paragraph Nineteen (19) of this Agreement is a
27 material representation of fact upon which COUNTY relied in entering into this Agreement.

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1 **20. ACKNOWLEDGMENT**

2 CONTRACTOR shall acknowledge in all public relations activities, materials and
3 publications that COUNTY is the funding source for services to be provided through this Agreement.

4 **21. POLITICAL ACTIVITY**

5 None of the funds, materials, property or services provided directly or indirectly under
6 this Agreement shall be used for any political activity, or to further the election or defeat of any
7 candidate for public office.

8 **22. LOBBYING ACTIVITY**

9 None of the funds provided under this Agreement shall be used for publicity, lobbying
10 or propaganda purposes designed to support or defeat legislation pending in the Congress of the
11 United States of America or the Legislature of the State of California.

12 **23. STATE ENERGY CONSERVATION**

13 CONTRACTOR must comply with the mandatory standard and policies relating to
14 energy efficiency which are contained in the State Energy Conservation Plan issued in compliance
15 with 42 U.S. Code sections 6321, *et seq.*

16 **24. FRATERNIZATION**

17 CONTRACTOR shall establish procedures addressing fraternization between
18 CONTRACTOR's staff and clients. Such procedures will include provisions for informing
19 CONTRACTOR's staff and clients regarding fraternization guidelines.

20 **25. INTERPRETATION OF LAWS AND REGULATIONS**

21 COUNTY reserves the right to make final interpretations or clarifications on issues
22 relating to Federal and State laws and regulations, to ensure compliance.

23 **26. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

24 CONTRACTOR, its officers, consultants, subcontractors, agents and employees shall
25 comply with all applicable State, Federal and local laws and regulations governing projects that utilize
26 Federal Funds.

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1 **27. EQUIPMENT**

2 A. All items purchased with funds provided under this Agreement or which are
3 furnished to CONTRACTOR which have a single unit cost in excess of Five Thousand and No/100
4 Dollars (\$5,000.00) including sales tax and have a useful life of more than one (1) year shall be
5 considered capital equipment. Title to all items of capital equipment purchased shall vest and will
6 remain vested in the County of Fresno. CONTRACTOR further agrees to the following:

7 1) To maintain all items of capital equipment in good working order and
8 condition, normal wear and tear excepted; and

9 2) To label all items of capital equipment, perform periodic inventories as
10 required by COUNTY and to maintain an inventory list showing where and how the capital equipment
11 is being used, in accordance with procedures developed by COUNTY. All such lists shall be
12 submitted to COUNTY within ten (10) days of any request therefore; and

13 3) To report in writing to COUNTY immediately after discovery, the loss or
14 theft of any items of capital equipment. For stolen items, the local law enforcement agency must be
15 contacted and a copy of the police report submitted to COUNTY.

16 B. The purchase of any capital equipment by CONTRACTOR shall require the
17 prior written approval of COUNTY, and must be appropriate and directly related to CONTRACTOR's
18 service or activity under the terms of the Agreement. COUNTY may refuse reimbursement for any
19 cost resulting from capital equipment purchased, which are incurred by CONTRACTOR, if prior
20 written approval has not been obtained from COUNTY.

21 **28. RECORDS**

22 A. Record Establishment and Maintenance

23 CONTRACTOR shall establish and maintain records in accordance with those
24 requirements prescribed by COUNTY, with respect to all matters covered by this Agreement.

25 CONTRACTOR shall retain all fiscal books, account records and client files for services performed
26 under this Agreement for at least three (3) years from date of final payment under this Agreement or
27 until all State and Federal audits are completed for that fiscal year, whichever is later.

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1 B. Cost Documentation

2 1) CONTRACTOR shall submit to COUNTY within ten (10) calendar days
3 following the end of each month, all fiscal and program reports for that month. CONTRACTOR shall
4 also furnish to COUNTY such statements, records, data and information as COUNTY may request
5 pertaining to matters covered by this Agreement. In the event that CONTRACTOR fails to provide
6 reports as provided herein, it shall be deemed sufficient cause for COUNTY to withhold payments
7 until compliance is established.

8 2) All costs shall be supported by properly executed payrolls, time records,
9 invoices, vouchers, orders, or any other accounting documents pertaining in whole or in part to this
10 Agreement and they shall be clearly identified and readily accessible. The support documentation
11 must indicate the line item budget account number to which the cost is charged.

12 3) COUNTY shall notify CONTRACTOR in writing within thirty (30) days
13 of any potential State or Federal audit exception discovered during an examination. Where findings
14 indicate that program requirements are not being met and State or Federal participation in this program
15 may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty
16 (30) days of receipt of such notice from COUNTY, written notification thereof shall constitute
17 COUNTY's intent to terminate this Agreement.

18 C. Service Documentation

19 CONTRACTOR agrees to maintain records to verify services under this
20 Agreement including names and addresses of clients served, the date of service and a description of
21 services provided on each occasion. These records and any other document pertaining in whole or
22 part to this Agreement shall be clearly identified and readily accessible.

23 D. Use of Data

24 CONTRACTOR shall grant to COUNTY and the United States Department of
25 Health and Human Services the royalty-free, nonexclusive and irrevocable license throughout the
26 world to publish, translate, reproduce, deliver, perform, dispose of, duplicate, use, disclose in any
27 manner and for any purpose whatsoever and to authorize others to do so, all subject data now or
28 hereafter covered by copyright. However, with respect to subject data not originated in the

1 performance of this Agreement, such license shall be only to the extent that CONTRACTOR has the
2 right to grant such license without becoming liable to pay any compensation to others because of such
3 grant. CONTRACTOR shall exert all reasonable effort to advise COUNTY at time of delivery of
4 subject data furnished under this Agreement, of all possible invasions of the right of privacy therein
5 contained, and of all portions of such subject data copied from work not composed or produced in the
6 performance of this Agreement and not licensed under this provision.

7 As used in this clause, the term "Subject Data" means writing, sound recordings,
8 pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms,
9 diagrams, work flow charts, equipment descriptions, data files and data processing of computer
10 programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are
11 first produced or developed under this Agreement. The term does not include financial reports, cost
12 analyses and similar information incidental to contract administration.

13 CONTRACTOR shall report to COUNTY promptly and in written detail, each
14 notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data
15 delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any
16 data. If markings are affixed, COUNTY shall have the right at any time to modify, remove, obliterate
17 or ignore such markings.

18 COUNTY shall have access to any report, preliminary findings or data
19 assembled by CONTRACTOR under this Agreement. In addition, CONTRACTOR must receive
20 written permission from COUNTY prior to publication of any materials developed under this
21 Agreement and file with COUNTY a copy of all educational and training materials, curricula,
22 audio/visual aids, printed material and periodicals, assembled pursuant to this Agreement prior to
23 publication.

24 **29. SINGLE AUDIT CLAUSE**

25 As a subrecipient of Federal financial assistance, CONTRACTOR, agrees to provide a
26 copy of its audit report, performed in accordance with the requirements of the Single Audit Act of
27 1984 (31 USC section 7502) and subject to the terms of Office of Management and Budget (OMB)
28 Circulars (A-110, A-122 and A-133), to the County of Fresno. Such audit shall be delivered to

COUNTY's Department of Employment and Temporary Assistance, for review not later than nine (9) months after the close of the subrecipient's fiscal year in which the funds supplied through this Agreement are expended and/or received for this program. The audit must include a statement of findings or a statement that there were no findings. If there were negative findings, CONTRACTOR must include a corrective action plan signed by an authorized individual. Failure to comply with this Act may result in COUNTY performing the necessary audit tasks, or, at COUNTY's option, contracting with a qualified accountant to perform this audit. All audit costs related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph shall be billed at COUNTY cost as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

30. TAX EQUITY AND FISCAL RESPONSIBILITY ACT

To the extent necessary to prevent disallowance of reimbursement under section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. § 1395x(v)(1)(I)), until the expiration of four (4) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of these services provided by CONTRACTOR under this Agreement. CONTRACTOR further agrees that in the event CONTRACTOR carries out any of its duties under this Agreement through a subcontract, with a value or cost of Ten Thousand and No/100 Dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such Agreement shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organizations shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the

1 nature and extent of such costs.

2 **31. AUDITS AND INSPECTIONS**

3 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
4 deem necessary, make available to COUNTY for examination all of its records and data with respect
5 to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
6 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's
7 compliance with the terms of this Agreement.

8 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
9 CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a
10 period of three (3) years after final payment under contract (Government Code section 8546.7).

11 Notwithstanding the term provision stated in Paragraph Two (2) of this Agreement, it is
12 acknowledge by the parties hereto that this Agreement shall continue in full force and effect until all
13 audit procedures and requirements as stated in this Agreement have been completed to the review and
14 satisfaction of COUNTY. CONTRACTOR shall bear all costs in connection with or resulting from
15 any audit and/or inspection including but not limited to actual costs incurred and the payment of any
16 expenditures disallowed by either COUNTY, State or Federal governmental entities, including any
17 assessed interest and penalties.

18 **32. NOTICES**

19 The persons having authority to give and receive notices under this Agreement and their
20 addresses include the following:

21
22 COUNTY

23 Director, Department of
24 Employment & Temporary Assistance
25 4499 E. Kings Canyon Road
26 Fresno, CA 93750-0001

27 CONTRACTOR

28 Document Fulfillment Services
Attention: Steven Shill
910 Riverside Parkway, Suite 40
West Sacramento, CA 95605

Any and all notices between COUNTY and CONTRACTOR provided for or permitted
under this Agreement, or by law, shall be in writing and shall be deemed duly served when personally
delivered to one of the parties, or in lieu of such personal service, when deposited in the United States
Mail, postage prepaid, addressed to such party.

1 **33. GOVERNING LAW**

2 The parties agree, that for purposes of venue, performance under this Agreement is to be
3 in Fresno County, California.

4 The rights and obligations of the parties and all interpretation and performance of this
5 Agreement shall be governed in all respects by the laws of the State of California.

6 **34. ENTIRE AGREEMENT**

7 This Agreement, including all Exhibits, COUNTY's RFP No. 966-4123, Addendum No.
8 One (1) to RFP No. 966-4123, and CONTRACTOR's response thereto, constitutes the entire
9 agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
10 supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements,
11 publications and understandings of any nature whatsoever unless expressly included in this
12 Agreement.

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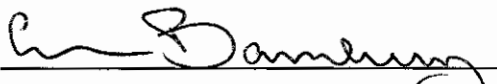
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3 ATTEST:

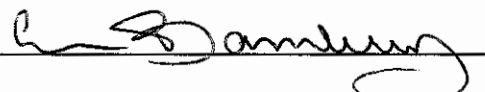
4 **CONTRACTOR:**
5 **DOCUMENT FULFILLMENT SERVICES**

COUNTY OF FRESNO

6 By 
7
8 Print Name: ERIC BAMBURY

9 Title: PRESIDENT
10 Chairman of the Board, or
11 President, or any Vice President

12 Date: 9/26/05

13 By 
14
15 Print Name: ERIC BAMBURY

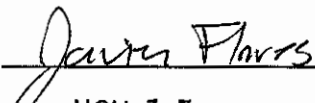
16 Title: CFO
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: 9/26/05

By 
Chairman, Board of Supervisors

Date: NOV 15 2005

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 
Date: NOV 15 2005

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

22 Tax I.D. No.: 37-1443695

23 Mailing Address:

24 910 Riverside Parkway, Suite 40
25 West Sacramento, CA 95605
26 Phone No.: (916) 374-9002
27 Contact: Steven Shill
28

1 APPROVED AS TO LEGAL FORM:
2 DENNIS A. MARSHALL, COUNTY COUNSEL

3
4 By A. Will

Date: 10/26/05

5 APPROVED AS TO ACCOUNTING FORM:
6 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
7 TREASURER-TAX COLLECTOR

8
9 By [Signature]

Date: 11/2/05

10
11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By [Signature]
15 JULIE HORNBACK, Director
16 Department of Employment and
17 Temporary Assistance

10/25/05
Date: 10/11/05

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24
25
26 Fund/Subclass: 0001/10000
27 Organization: 56107004
28 Account/Program: 7294/0

**CALWIN CLIENT CORRESPONDENCE PRINTING AND MAILING
SUMMARY OF SERVICES**

FY 2005-2006 (December 1, 2005 – June 30, 2006)

FY 2006-2007 (July 1, 2006 – November 30, 2006)

ORGANIZATION: DOCUMENT FULFILLMENT SERVICES

ADDRESS: 910 Riverside Parkway, Suite 40, West Sacramento, CA 95605

SERVICES: Client Correspondence Printing and Mailing Services

CONTRACT PERIOD: December 1, 2005 – November 30, 2006

CONTRACT AMOUNT: \$450,000

CONTRACTOR shall provide CalWIN client correspondence printing and mailing services for the Department of Employment & Temporary Assistance (E&TA). The period of activity for this Agreement is December 1, 2005 through November 30, 2006. CONTRACTOR shall utilize the first seven (7) months of the current contract term to set up, test, fine-tune, program, design and determine the layout of correspondence with E&TA.

PROJECT DESCRIPTION: The CalWIN system is a windows based system, replacing the Welfare Case Data System utilized by Eligibility Workers in determining eligibility and benefit levels for all public assistance programs. Daily transactions by the Eligibility Workers' will automatically generate notices of actions, forms, applications and other client correspondence. These correspondence must be processed and rendered to the United States Postal Service (USPS) in time for next day delivery to the addressee.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. CONTRACTOR shall obtain DVD files from Electronic Data Systems and process client correspondence for next day delivery. The standard business practice for E&TA is to produce data five (5) days a week from Monday through Friday; CONTRACTOR must be available to pick-up the DVD files on a daily basis.
2. CONTRACTOR shall print correspondence in nine (9) different languages in the event that correspondence needs to be mailed in the client's primary language (triggered by the CalWIN system). The nine (9) languages includes: English, Spanish, Russian, Chinese, Vietnamese, Hmong, Laotian, Bosnian and Farsi.
3. CONTRACTOR shall include inserts with correspondence as requested by E&TA. Inserts may be supplied by E&TA and/or produced by CONTRACTOR. Should CONTRACTOR produce inserts for E&TA, IT enhancements/changes fees are applicable. CONTRACTOR must receive approval from E&TA prior to producing inserts.
4. CONTRACTOR shall retain DVD files for a minimum of five (5) business days for disaster recovery purposes and shall destroy DVD files after the specified retention period.

5. CONTRACTOR shall immediately notify E&TA of any correspondence errors and/or delays in rendering correspondence to USPS for next day delivery.

E&TA Contacts: Chris Balbas, CalWIN Program Manager
cbalbas@co.fresno.ca.us
Phone: (559) 453-4761
Fax: (559) 453-6333

Maribelle Balbes, CalWIN Program Manager
mbalbes@co.fresno.ca.us
Phone: (559) 453-5157
Fax: (559) 453-6333

Irene Menendez-Romero, Information Technology Manager
imenendez@co.fresno.ca.us
Phone: (559) 453-5791
Fax: (559) 453-6333

Bai HOUNGVIENGKHAM, Staff Analyst
bhounaviengkham@co.fresno.ca.us
Phone: (559) 453-4430
Fax: (559) 453-3782

6. CONTRACTOR shall submit daily reports on errors for 100 or more pieces within a single mailing. In addition to the daily reports, CONTRACTOR shall submit a monthly report of total errors (Exhibit B, page 3).
7. CONTRACTOR shall submit Daily Service Activity Reports and Monthly Service Activity Reports. These reports are produced from Document Fulfillment Services System (reports that are currently provided to other contracted Counties as indicated in Document Fulfillment Services' Response to the Request for Proposal 966-4123). The reports shall include the following:
1. Number of images printed during the day/month.
 2. Number of sheets during the day/month.
 3. Number of legal size sheets during the day/month.
 4. Number of householded pieces during the day/month.
 5. Number of mail pieces broken out by weight and rate during the day/month.
 6. Number of inserts during the day/month.
 7. Number of returned envelopes during the day/month.
 8. Number of mail pieces in English during the day/month.
 9. Number of mail pieces in all other languages during the day/month.
8. CONTRACTOR shall be responsible to provide services identified in the Request for Proposal (RFP) No. 966-4123 and Addendum No. One (1) to RFP 966-4123.
9. CONTRACTOR guarantees 100% of one (1) ounce and two (2) ounce mail pieces receive the discounted USPS rates.

10. CONTRACTOR shall send daily reports for postage costs (weight, rate, etc.) to E&TA and General Services Department.

General Services Contact: Richard Rose
rrose@co.fresno.ca.us
Phone: (559) 493-3122
Fax: (559) 443-1536

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide CONTRACTOR with sufficient notice should E&TA produce data on the CalWIN system during days outside of E&TA's standard business operation days.
2. Maintain a trust account with USPS to meter postage usage and costs. The account shall have sufficient funding in order to avoid a zero balance.
3. Collaborate with CONTRACTOR to resolve problems and exchange services information.

BUDGET SUMMARY

FY 2005-06 (December 1, 2005 – June 30, 2006)

FY 2006-07 (July 1, 2006 – November 30, 2006)

ORGANIZATION: **DOCUMENT FULFILLMENT SERVICES**

SERVICES: **CalWIN Client Correspondence Printing and Mailing Services**

CONTRACT PERIOD: **December 1, 2005 – November 30, 2006**

CONTRACT AMOUNT: **\$450,000**

PAYMENT BASIS: CONTRACTOR shall be reimbursed for CalWIN client correspondence printing and mailing services at the following rates:

SERVICE	PRICE
Initial Set-up* (First Contract Year Only)	\$10,000.00
Image**	\$0.052 per Image
Inserts by Machine (Includes folding and inserting for additional inserts)	\$0.015 per Insert
Inserts by Hand (Includes folding and inserting for additional inserts)	\$0.150 per Insert
IT Enhancement/Changes	\$85.00 per Hour

CONTRACTOR shall credit COUNTY should the following occur:

Errors involving 100 or more pieces in a single mailing	\$0.04 per Piece
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*Initial set-up charge includes all costs associated with testing, programming, fine-tuning and correspondence design (format/layout).

**Price per image includes cost of materials (paper, envelopes, county logo) and processing (pickup/courier service, receiving and sorting data, printing, folding, inserting, presorting, and delivery to USPS)

MAXIMUM AMOUNT ALLOWABLE UNDER THIS AGREEMENT: **\$450,000.00**

NOTE: County contracting procedures require a maximum amount payable. The maximum amount is based upon a high estimate of the total number of services to be provided and images to be printed during the term of the Agreement. There is no guarantee to purchase a minimum quantity of images or services. All dollar amounts listed above have been estimated. The actual costs may vary from amounts listed.

CALWIN CLIENT CORRESPONDENCE PRINTING AND MAILING SERVICES

MONTHLY FINANCIAL REPORT

FY 2005-06 (December 1, 2005 – June 30, 2006)

FY 2006-07 (July 1, 2006 – November 30, 2005)

ORGANIZATION: DOCUMENT FULFILLMENT SERVICES

REPORT MONTH/YEAR: _____

INSTRUCTIONS: Please attach documentation of all correspondence printing and mailing services (Monthly Activity Report). Monthly Budget and documentation must be provided to the Fresno County Department of Employment & Temporary Assistance, Barton Building, Third Floor, Attn: Staff Analyst, Fresno, California, 93702.

BUDGET DETAIL:

	Initial Set-up Maximum (\$10,000)	Price Per Image (\$0.052)	Price Per Machine Insert (\$0.015)	Price Per Hand Insert (\$0.15)	IT Changes (\$85.00/per hour)	TOTAL CURRENT EXPENSES
Set-up (7 Months)						
Number of Images						
Number of Inserts*						
Hours of IT Enhancements/ Changes*						

*Provide details for Insert and/or IT Enhancements/Changes:

SUB-TOTAL \$ _____
LESS ANY CREDIT FOR ERRORS \$ _____
(Detailed in Monthly Error Report)
TOTAL CURRENT MONTH EXPENSES \$ _____

BUDGET SUMMARY:

BUDGET CATEGORY	APPROVED BUDGET	CURRENT MONTH EXPENSES	YEAR-TO- DATE EXPENSES	BUDGET BALANCE
TOTAL EXPENSES	\$ _____	\$ _____	\$ _____	\$ _____

COMPLETED BY: _____ TITLE: _____

PHONE NO: _____ DATE: _____

Approved For Payment By: _____ Date: _____

**CALWIN CLIENT CORRESPONDENCE PRINTING AND MAILING SERVICES
MONTHLY ERROR REPORT**

FY 2005-06 (December 1, 2005 – June 30, 2006)

FY 2006-07 (July 1, 2006 – November 30, 2006)

ORGANIZATION: **DOCUMENT FULFILLMENT SERVICES**

REPORT MONTH/YEAR: _____

ERRORS: CONTRA CTOR shall credit COUNTY for errors not remedied by CONTRACTOR's quality control involving 100 or more pieces from a single mailing at the rate of \$0.04 per piece. This shall include client correspondence mailed after the target mailing date.

NOTE: It is not necessary to submit this error report when there have been more than 100 unremedied errors.

ERROR DETAIL:

Date Mailed	Work Order Number	Date Processed	Unique Identifier Number	Description	Number of Pieces	Number of Inserts Included	Postage Used	Total Credit to E&TA

Credit Total: _____

COMPLETED BY: _____ **TITLE:** _____

PHONE NO: _____ **DATE:** _____