



**SUBORDINATE CONTRACT
MA-063-22011161
WITH
DOCULYNX OPERATIONS, LLC
FOR
SCANNING, INDEXING, REDACTION AND IMAGING SERVICES**

This Subordinate Contract MA-063-22011161 (referred to as “Contract”) is made and entered into upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Suite 100, Orange, CA 92868-1673 (referred to as “County”), and Doculynx Operations, LLC, having a place of business at 6916 N. 97th Cir., Omaha NE 68122-3037 (referred to as “Contractor”), for Scanning, Indexing, Redaction and Imaging Services. County and Contractor may be individually referred to as “Party,” or collectively as “Parties.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated herein by this reference into this Contract:

- Attachment I – Scope of Work
- Attachment II – Price Schedule

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement RCA-017-22010016 (referred to as “RCA”) on file with County of Orange, CPO, effective May 7, 2022, through May 6, 2027, for Scanning, Indexing, Redaction and Imaging Services (referred to as “Services”) in accordance with the terms and conditions of the RCA between Contractor; and

WHEREAS, County desires to enter into a Contract for the Services per the RCA; and

WHEREAS, Contractor is willing to provide the Services specified in the Scope of this Contract as listed below; and

WHEREAS, all terms and conditions, amendments/modifications of the RCA are incorporated herein by this reference into this Contract; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both Parties and County of Orange Board of Supervisor’s approval; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions, per RCA incorporated herein, by which County will procure the Services as specified in Attachment I – Scope of Work.
2. **Term of Contract:** This Contract shall commence on May 7, 2022, and continue through and including May 6, 2025, unless otherwise terminated by the County. This Contract may be renewed for two additional one-year terms. The County does not have to give a reason if it elects not to renew this Contract.
3. **Compensation & Payment:** Contractor agrees to provide the Services at the fixed rates specified and set forth in Attachment II / Price List in this Contract and in accordance with the terms and conditions specified in the RCA. The total cost of this Contract shall not exceed \$6,900,000; provided, however, that in the event County desires to procure Services in excess of the stated amount, the Parties shall enter into an amendment to this Contract for such additional expenditure.



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Invoicing: Contractor shall submit invoices for payment processing to the following address:
Social Services Agency/Procurement Services at ssaprourementap@ssa.ocgov.com or mailed to
Attn: Processing Desk (MA)
500 N. State College Blvd., Suite 100
Orange, CA 92868-1673

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rest with the contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address.
- B. Invoice number and date.
- C. Name of County agency/department ordering services/goods.
- D. Description of services/goods and date ordered.
- E. Contract MA-063-22011161.
- F. Total Invoice Amount.
- G. Contractor's federal taxpayer's ID number; and
- H. Contractor's remittance address (if different from line A).

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via EFT Authorization Form. To request a form, please contact the DPA.

4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
5. **Debarment:** Contractor shall certify that neither contractor nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.
6. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

7. **Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.



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The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

8. **Notices:** Any and all notices, request demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	COPY TO:
County of Orange	County Of Orange
SSA/Procurement Services	SSA/ Central Operations
500 N. State College Blvd., Suite 100	1505 E. Warner Ave.
Orange, CA 92868-1673	Santa Ana, CA 92705
Attn: Teresa Trujillo	Attn: Madeline Hernandez
Telephone: 714-541-7764	Telephone: 714-825-3160
Email: Teresa.Trujillo@ssa.ocgov.com	Email: Madeline.Hernandez@ssa.ocgov.com

FOR CONTRACTOR:
Doculynx Operations, LLC
43 Fadem
Springfield, New Jersey, 07081-3115
Attn: Scott Theaumont
Telephone: 602-625-1608
Email: Scott.Theaumont@doculynx.com

- Signature Page follows -

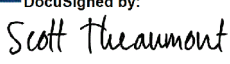
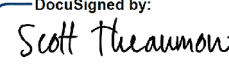


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SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

DOCULYNX OPERATIONS, LLC. *

By Print Name _____ Title _____ Date _____	DocuSigned by:  3B97C0031FD54FE... Scott Theaumont Senior Vice President - Sales Corporate Officer 3/25/2022 11:00:51 AM PDT	By Print Name _____ Title _____ Date _____	DocuSigned by:  3B97C0031FD54FE... Scott Theaumont Senior Vice President - Sales Corporate Officer 3/25/2022 11:00:51 AM PDT
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*If the contracting Party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one (1) person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two (2) categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the document twice, each time indicating his or her office that qualifies under the above-described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

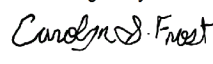
COUNTY OF ORANGE

a political subdivision of the State of California

By _____
 Print Name Title

 Signature Date

**COUNTY OF ORANGE
COUNTY COUNSEL**

Approve _____
 DocuSigned by:

 D3AB98D76D0B425...
 Deputy County Counsel

By _____ Date 3/25/2022 | 1:13:14 PM PDT



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ATTACHMENT I

SCOPE OF WORK

SSA PROJECT OUTLINE AND REQUIREMENTS

I. Purpose

The purpose of this agreement is for the contracted source (Contractor) to image documents for various programs in the Social Services Agency (SSA) into digital images for import to the County's imaging System known as "OnBase" through the following steps: mail handling, sorting, record receipt of eligibility documents into SSA systems, preparing, scanning, indexing, committing, validating a portion of those electronic files, and provide quality assurance (QA) for designated case records within the County.

II. Overview and Approach

SSA currently images approximately 1,500,000 pages per month (estimated volumes do not imply a guarantee). Case conversion, the approximate number of pages to be imaged per month will be 1,922,199 (estimated volumes do not imply a guarantee).

A. The Contractor will be responsible for:

1. Opening, sorting, date stamping documents with date received (per SSA Program mandates), recording receipt in SSA eligibility systems, generating barcodes in internal departmental systems and prepping incoming beneficiary mail.
2. Scanning, indexing, and committing incoming beneficiary mail, Intake/Ongoing Services case records and other County designated documents immediately or no later than twenty-four (24) hours from date of receipt by the Contractor.
3. Completion of quality assurance (QA) reviews for designated case records/documents.
4. Converting Adult Services and Assistance Programs Division's In-Home Supportive Services (IHSS) and Adult Protective Services (APS) paper case files and IHSS Provider timesheets into digital images for import into OnBase.
5. Converting Children and Family Services (CFS) paper case files into digital images for import into OnBase.
6. Converting SSA closed files for all SSA administered programs into digital images for import into OnBase, which includes case file preparation and generating barcodes in internal departmental systems.

III. Operational, Staffing and Technical Requirements

A. Contractor shall:

1. Work with County designated representatives to confirm operational processes and associated tasks to complete the electronic case file imaging, as specified in this Scope of Work.
2. Provide County with a Resource plan for meeting the demands of the Contract within the required timeframes, to include:
 - Number of shifts and hours per day in alignment with SSA standard operating hours.



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- Number of staff per shift.
 - Number of scanners (desktop and high speed) along with PCs required.
 - Space requirements for both staff and equipment.
 - Environmental specifications required, such as electrical and IT connectivity.
3. In collaboration with County staff, establish quality benchmarks related to imaging quality and indexing requirements. A benchmark test with represented samples of all quality levels, and document sizes and types will be provided in sufficient quantity to the Contractor up to thirty (30) days after Contract award for the purpose of establishing quality benchmarks.
 4. Cooperate with the County in the development of document workflows and operational procedures that ensure that agency operations are not impacted. This may include transfer of data or documents from Contractor to County staff and vice versa for the purpose of task assignment, recording receipt in the County systems, and development of data files that align with all required County systems.
 5. Provide County with a Quality Assurance Plan that shall include the following, at minimum:
 - An acknowledgement that all images must be equal to or better than the benchmark samples submitted and accepted by County.
 - Description of how the production process will generate consistent quality on a regular basis
 - Formal documentation of all production procedures.
 - Daily equipment testing.
 - Written quality assurance procedures for image and index data.
 - A description of how document and file integrity will be maintained throughout the imaging process.
 6. Provide own:
 - Desktop personal computers that shall meet security, specification requirements, and restrictions, as determined by the County.
 - All operating system and base software licenses and maintenance required for the scanning software with the exception of OnBase licenses. Desktop personal computers shall be configured with County approved anti-virus software.
 - Up to date software and scanning licenses (VRS) that are technologically compatible with the current scanning process.
 - Copy machines and scanners and all associated maintenance
 - Other necessary equipment and supplies required to complete the imaging process.
 - Office furniture.
 - Support and maintenance of all hardware, software, office equipment and furniture provided by vendor.
 7. Maintain sufficient staffing levels to ensure timely handling and sorting of incoming mail and meeting required twenty-four (24) hour processing timeline based on County's estimated monthly volume and needs.



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8. Maintain operational hours consistent with County work schedule of 7:00 a.m. – 5:30p.m. and observe County holidays with no option of working weekends or after hours, unless approved by the County in advance.
9. Ensure that an onsite supervisor is present at all times.
10. Ensure that Contractor staff:
 - Signs and adheres to SSA's confidentiality statements and policies.
 - Signs and adheres to SSA's Information Technology Usage Policy I.6.
 - Completes annual Information Security training provided by agency.
 - Are in compliance with local, state, and federal regulations in regard to health and safety of their employees.
 - Complete and pass a background check to the Agency's satisfaction.
 - Are required to wear picture identification furnished by the Contractor, which must be worn at all times while working on County worksite; wear Orange County issued Contractor badges at all times while working on County worksite.
 - Are provided with any necessary parking permits, if applicable.
11. Develop and provide to County a system to control, monitor, and track document type movement through the entire process, which includes a process for "emergency" retrieval of required case documents.
12. Provide County with acceptable (as determined by County) Disaster and Security Recovery Plans.
13. Provide County with the total cost of imaging ongoing case documents to include cost of prepping, scanning, indexing, and validating (when necessary) per image.
14. Scan, Index, and Commit all pages associated with incoming case records within twenty-four (24) hours and by the close of business, 5:00pm- per contract requirements.
15. Date-stamp all documents per Program requirements.
16. Generate barcodes from County barcoding systems.
17. Store hard copy of imaged documents for up to seven (7) calendar days as determined by the Agency. Stored case documents will be separated by date for ease of identification and retrieval and will be made available to County staff as needed for quality control purposes. Contractor will work with County staff to identify documents eligible for destruction. No documents will be destroyed or disposed by Contractor.
18. Perform "proof of concept" testing within two (2) weeks of actual start date, and as it applies to new imaging projects.
19. Ensure compliance with Agency and/or Department-specific requirements for document handling and confidentiality.
20. Provide required Network Security & Privacy Liability insurance when Payment Card Industry Data, Protected Health Information or Personal Identifiable Information is accessible to the Contractor.

B. County shall:

1. Provide Contractor staff with training related to eligibility document recognition, task management system, operational workflows, and agency overview.



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2. Designate a centralized County location where incoming mail and imaging will occur.
3. Provide mail pick-up and delivery to the centralized County location.
4. Provide adequate and secure workspace to accommodate Contractor staff, scanning stations, PC's, ancillary equipment, staging area, and an area to store scanned documents while awaiting destruction by County.
5. Provide on-site County staff member who will assist the Contractor with issues relating to unidentifiable mail, eligibility related questions, and poor document quality that may prevent successful imaging. Additionally, the on-site County staff member will act as a liaison between County regional and administrative staff and Contractor.
6. Provide and configure OnBase scanning licenses and software on the contractor PCs.
7. Provide and maintain OnBase scanning application.
8. Provide network connectivity capable of supporting imaging and indexing to OnBase, to other agency designated systems, and to other required systems.
9. Provide a minimum of four (4) dedicated CalWIN workstations equipped with SAWS system barcode readers.
10. Provide Contractor with building key card access, as required.
11. Provide the "Keyword" format to the Contractor in order for the Contractor to correctly index imaged documents.
12. Ensure that case documents are prepped and correctly packaged for agency designated case files.
13. In collaboration with the Contractor, establish quality benchmarks related to imaging quality and indexing requirements. A benchmark test with represented samples of all quality levels. Document sizes and types will be provided in sufficient quantity to the Contractor, up to thirty (30) days after contract award and ongoing as new imaging projects arise, for the purpose of establishing quality benchmarks.
14. The County shall perform random quality checks of all Contractor services. During the random quality checks, if image quality or indexing deficiencies are identified, the County shall notify the Contractor and all images in the sample will be rejected and re-scanned by the Contractor. If the Contractor is repeatedly unable to meet quality standards, the County shall issue a cure notice requesting the Contractor to explain how the problem will be rectified.
15. Upon determination that document imaging and indexing has met quality standards, the County shall proceed with document destruction.

C. Performance Measures:

Contractor shall:

1. Ensure services shall be in accordance with standards set by the American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) and Government Code section 26205.1.
2. Perform adequate quality assurance so that the index data is 99 % accurate at the field level.
3. Be subject to random quality checks of all Services. When the image quality encountered by County during a random inspection is poor or marginal, County shall compare this image to the previously accepted benchmark sample. If the document image in question is equal to or of better quality than the benchmark sample then the document will be accepted; if not, the document (image) along with all images contained in the same file folder will be rejected and re-scanned by Contractor. After rejecting a file, the applicable Agency/Department representative may inspect at least ten (10) additional



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document scans both before and after any corrective actions have been taken. If this inspection results in another rejection of an image or file, then the entire batch may be rejected. If Contractor is repeatedly unable to produce acceptable image quality from documents determined to be acceptable in the benchmark test, County shall issue a cure notice asking Contractor to explain how they are going to rectify the problem. If Contractor's response is not satisfactory, County shall have the right to terminate the Contract for default.

4. Ensure that any document that is regarded as poor quality will be compared to the quality sample provided by County. Images not meeting this quality level may be cause for rejection by County unless Contractor can prove that it has provided the best image possible based upon the original document.
5. Provide a Quality Assurance Plan. This plan must be accepted by County prior to commencement of Services. The plan shall, at a minimum, include the following:
 - a) An acknowledgement that all images must be equal to or better than the benchmark samples submitted and accepted by County. Contractor must provide a method for handling missing images, multiple images, and incorrect or poor-quality images. The County may elect to receive or reject the product at no cost to the County. County may reject product and require Contractor to reproduce product to meet Minimum Quality Level (MQL).
 - b) Description of how the production process will produce consistent quality on a regular basis.
 - c) Formal documentation of all production procedures.
 - d) Description of the document preparation process.
 - e) Description of the indexing process for data entry and for Optical Character Recognition (OCR) processes which can meet Agency business standards.
 - f) Written quality assurance procedures for image and index data.
 - g) A description of how document and file index integrity will be maintained throughout the conversion process and as it applies to new imaging projects.
 - h) Legal certification documenting the creation date, imaging staff and job tracking.
 - i) Method for monitoring the number of documents and/or microfilm picked-up, the number of documents prepared for imaging, the number of pages imaged, and the number of documents returned.
 - j) Methods for maintaining the integrity of the data extracted and assuring the clarity of the scanned images.
 - k) Method for achieving ninety-nine percent (99%) accuracy of converted/scanned images.
 - l) Method for providing searchable text from full page OCR that is 99% accurate on a page basis.
 - m) Method for ensuring that PDF index file formats are 100% compatible with County imaging and document management system (including Hyland OnBase).
 - n) Description of method/solution for conversion/scanning of the remaining percentage (no greater than one percent (1%) of non-scanned/non-converted images).
 - o) Description and sample of Exception Report that identifies, lists, and explains each document that was not successfully scanned or indexed or otherwise failed contractor's internal quality control process. The report will also include the sample size of the batch that was reviewed and the number of packages in error.

D. Imaging Security Requirements:

1. Contractor assumes responsibility for protecting County equipment and data assets and maintaining their integrity, confidentiality, and availability at all times. County may, at any time, conduct a formal walk-through of Contractor's facility to validate that Contractor's physical security meets the minimum standards for security as described herein. The County Information Security Officer (CISO) or designee



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may validate that Contractor's security plan is being enforced and that all precautions are being taken to secure and protect County records.

2. Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
3. Contractor shall only use and disclose County data as permitted in this Contract and only use the data to perform an administrative function in direct support of the County. All other uses and disclosure of County data requires the express written approval from the County. Access to County data will be limited to those who require this access to perform their official duties in support of County business requirements. Contractors, who access, disclose, or use County data for a purpose not authorized in this agreement may be subject to civil and criminal prosecution.
4. Contractor will provide training for all employees who access County data to ensure compliance with this Contract prior to providing them with access to this data and annually thereafter. Documentation of training completion shall be retained for three (3) years after completion.
5. All Contractor employees must sign a confidentiality statement acknowledging understanding all information security related provisions in this contract prior to accessing County data and annually thereafter. Signed statements must be retained for a minimum of three (3) years. The statement shall include at a minimum: general use; security and privacy safeguards; unacceptable use; and enforcement policies.
6. All workstations, laptops, tablets or other communication devices which process, or store County data must encrypt the data using a FIPS 140-2 256 bit or higher algorithm that is full disk. Servers that process or store County data must have sufficient administrative, physical and technical controls in place to protect that data based on a risk assessment and security review.
7. All workstations and laptops which process, or store County data must install and actively use an anti-virus software solution that automatically updates at least daily.
8. All workstations and laptops which process, or store County data must have critical security patches applied within thirty (30) days of release. Higher risk patches should be applied within seven (7) days.
9. All users must have a unique password with high complexity (minimum eight (8) characters with at least one upper case letter, lower case letter, number and special character) and which must be changed at least every ninety (90) days.
10. The systems providing access to County data must have an automatic timeout requiring re-authentication of users after no more than 20 minutes of inactivity.
11. All systems providing access to County data must display a warning banner stating at a minimum that the data is confidential, the system is logged, and that the system shall only be used for business purposes by authorized users.
12. The systems that provide access to County data must maintain an automated audit trail that can identify the user on the system.
13. All mobile devices that store County data must be encrypted with a solution that meets FIPS 140-2 256 bit requirements.
14. In the event of a data breach caused by the Contractor, the Contractor shall notify the Agency immediately, be responsible for notification of all affected individuals and pay for identity theft prevention and mitigation services for all impacted individuals for at least one year.
15. Security Plan
 - a) Contractor shall provide a written security plan a minimum of two (2) weeks prior to Contract start date and the County must approve this plan prior to gaining access to County data. This plan will explain the procedures to be used by Contractor to prevent theft or unauthorized



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access to and/or dissemination of County data, documents, photographic images, sound recordings, CDs, DVDs, or other County-owned media.

- b) Contractor shall describe all safeguards in place to ensure compliance with legal and regulatory requirements as they relate to County data. These include, but are not limited to, Personal Identifying Information (PII), the Health Insurance Portability and Accountability Act (HIPAA), SB1386 compliance, Payment Card Industry (PCI) Data Security Standards, and Sarbanes-Oxley (SOX).
- c) Contractor shall describe all processes in place to ensure compliance with requirements for County data classification, including County Proprietary, Confidential and Sensitive classifications.

E. Designated Case Documents and Incoming Beneficiary Mail

Intake/Initial Services case document, incoming beneficiary mail and other designated case records will be delivered to a designated County location for processing by the Contractor.

F. Progress Report and Payments

Daily or weekly meetings will be scheduled between the Contractor's imaging Supervisor and designated County staff to discuss the progress of imaged documents and any barriers.



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ATTACHMENT II

PRICE SCHEDULE

Line #	Description	Unit Price
1	<u>On-site</u> scanning of office and engineering drawings; photographs; case files; patient records; medical records; business records; parcel, subdivision, lot grade and curb grade maps; Public Hearing exhibits; precinct maps; Medical Examiner records and other documents as provided by various Agencies/Departments - mixed sizes and paper weights, per image, B&W <11x17 300dpi, per image	\$ 00.054/image
2	<u>Indexing on site</u> ; price per keystroke	\$00.005/keystroke
3	<u>On-Site/Off-Site</u> Professional Services including Initial project set-up, Installation, implementation, on-site training, technical support, and time to import scanned images/data onto Server, etc. per hour	\$133.00/hour
4	<u>On-Site</u> File Preparation, Cataloging and Reassembly (Staple removal, dividing sections, etc.) Quality Control (Performed in a separate queue) per hour.	\$25.13/hour