



Contract Number

SAP Number

Department of Child Support Services

Department Contract Representative	Navyla Ahmad
Telephone Number	(909) 388-0230
Contractor	XXXX
Contractor Representative	XXXX
Telephone Number	XXXX
Contract Term	Effective upon execution through December 31, 2030
Original Contract Amount	Fee for Service
Amendment Amount	
Total Contract Amount	Fee for Service
Cost Center	4521401000
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to establish parentage for minor children using Parentage Opportunity Program (POP) services when appropriate, as further described in a statement of work (the "Services"); and

WHEREAS, the County has been allocated funds by the State Department of Child Support Services to provide such services; and

WHEREAS, based upon and in reliance on the representations of **Contractor Name** (Contractor), the County finds Contractor qualified to provide POP services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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- A. COMPLAINT AND GRIEVANCE PROCEDURE
- B. ASSURANCE OF COMPLIANCE
- C. LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)
- D. PRIVACY AND SECURITY TRAINING FOR CONTRACTORS AND SERVICE PROVIDERS
- E. CONFIDENTIALITY STATEMENT

EXHIBIT

- A. VOLUNTARY DECLARATION OF PARENTAGE (VDOP) FORM (DCSS 0909) SAMPLE
- B. PARENTAGE OPPORTUNITY OVERVIEW BROCHURE

A. DEFINITIONS

1. California Department of Child Support Services (State DCSS) – The department created within the California Health and Human Services Agency to administer all services and perform all functions necessary to locate parents; establish paternity; establish, enforce, and modify support orders; and collect and distribute support in California.
2. Contract – The legal agreement between the County and the Contractor.
3. County – County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
4. Department of Child Support Services (DCSS) – The Human Services department that provides assistance to parents in meeting their mutual obligation to provide financial and medical support for their children. The department administers all services and performs all functions necessary to locate parents; establish paternity; establish, enforce, and modify support orders; and collect and distribute support at a local level.
5. Fee for Service – An agreement to pay a specified price for the delivery of specific services.
6. Human Services (HS) – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
7. Parentage Opportunity Overview Brochure – Information provided to give an overview of the benefits of establishing parentage, genetic testing, birth certificate information, and POP contact information.
8. Parentage Opportunity Program (POP) – Statewide program to allow unmarried parents to complete and sign a Voluntary Declaration of Parentage.
9. Personally Identifiable Information (PII) – Information which can be used to distinguish or trace an individual's identity, such as their name, date of birth, driver's license, social security number, address, photo identification, identifying number or document, and/or a Client Index Number, alone or when in combination with other personal or identifying information which is linked or linkable to a specific individual.
10. Services – The required services described in this Contract.
11. Voluntary Declaration of Parentage (VDOP) Form (DCSS 0909) – State form that is used to establish the legal parentage of a child (Exhibit A is a Sample).

B. CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Comply with the standards for program operation in accordance with 45 CFR Part 302 and 45 CFR Part 303 and with all applicable amendments thereto.
2. Comply with Title IV-D of the Social Security Act and all Federal and State regulations and requirements promulgated thereunder.
3. Provide the birth mother and the other parent with the State required POP materials issued by the California Department of Child Support Services, which include:
 - a. Voluntary Declaration of Parentage (VDOP/DCSS 0909)
 - b. Parentage Opportunity Overview Brochure
4. Provide both written and verbal notice of the alternatives, the legal consequences, and the rights and responsibilities of acknowledging parentage to both parents prior to them signing the VDOP:
 - a. Written: backside of the VDOP
 - b. Verbal: POP Phone Free (866) 249-0773 (Option 3, then Option 1) or POP Video <https://childsupport.ca.gov/establishing-legal-parentage/>

5. Ensure the VDOP is legibly printed in either blue or black ink. A valid VDOP must contain the following information:

Section A:

- a. Is the birth parent unmarried?
- b. Is the other parent the genetic father of the child?
- c. Child's Information
 - 1) First and Last name
 - 2) Date of Birth
 - 3) Place of Birth (hospital name, home, etc.)
 - 4) County
 - 5) City
 - 6) State
- d. Birth Parent Information
 - 1) First and Last name
 - 2) Date of Birth
 - 3) Social Security Number
 - 4) Current phone number
 - 5) Email address
 - 6) Current mailing address
- e. Other Parent Information
 - 1) First and Last name
 - 2) Date of Birth
 - 3) Social Security Number
 - 4) Current phone number
 - 5) Email address
 - 6) Current mailing address

Section B:

- f. Birth parent's signature and date signed
- g. Other parent's signature and date signed

Section C (Must be completed in the presence of authorized witness(es):

- 1) Date signed (must be the same as parents')
- 2) Signature
- 3) Printed First and Last name of authorized representative
- 4) Name of authorized agency (hospital or authorized agency for accepting form)
- 5) Agency complete address

OR

Section D (if parent's signatures not witnessed or if signing outside of California):

- 6) State if completed outside of California
 - 7) County signature notarized
 - 8) Date parent appeared before notary
 - 9) Name and title of officer/notary
 - 10) Signature of notary
 - 11) Official seal of notary
6. Verify the identity of the parent (or guardian, if parent is under age 18), by ensuring the government issued photo identification matches the name and signature on the VDOP, and witness the mother and other parent signing the form.
7. Process the completed VDOP, as follows:

- a. Mail the original (white copy) to:

DCSS Parentage Opportunity Program
PO Box 419070
Rancho Cordova, CA 95741-9070
- b. Provide the yellow and pink copies to the mother and the father.
- c. Dispose of all other copies according to Section K below.
8. Cooperate with the California Department of Child Support Services (State DCSS) in an effort to correct submitted VDOP forms (DCSS 0909) not properly completed.
9. Do not use or disclose any PII for any purpose other than carrying out Contractor's obligations under this Contract, except as may otherwise be required by law. This provision shall remain in force even after termination of this Contract.
10. Protect from unauthorized use or public disclosure to any committee or legislative body, news media, or advocacy group any PII identifying a participant such as name, address, or social security number identifying any applicant or recipient of public assistance, except for statistical information.
11. Dispose of the records in one of the following manners:
 - a. Shredding
 - b. Recycling, which results in destruction of the records
 - c. Burning
 - d. Erasure
 - e. Obliteration
 - f. Burial
 - g. Permanently deleting, erasing, and/or purging electronic, microfilm, and microfiche records from computers, hard-drives, magnetic media, and other software programs. Electronic documents that have been printed or reproduced into a hard copy shall be destroyed as specified in Section B, Paragraph 11, subparagraphs a through f.

C. GENERAL CONTRACT REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract, and approved by the person(s) authorized to do so on behalf of Contractor and County.
3. **Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
4. **Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.
5. **Attorney's Fees and Costs** – If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third party legal action against a party hereto and payable under Indemnification and Insurance Requirements.
6. **Background Checks for Contractor Personnel** – Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall

conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

7. **Change of Address** – Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
8. **Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.
9. **Compliance with County Policy** – In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

10. **Confidentiality** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Privacy and Security Training for Contractors and Service Providers (Attachment D) prior to providing any services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified in Attachment D are hereby incorporated by this reference.

- a. Read, understand and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training for Contractors and Service Providers and execute the training acknowledgement form and other training materials annually.
- c. Ensure employees, subcontractors, agents, volunteers and interns who have access to PII sign the Confidentiality Statement (Attachment E) annually.

- d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: DCSSAdministrativeSupport@hss.sbcounty.gov.
11. **Primary Point of Contact** – Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
12. **County Representative** – The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.
13. **Damage to County Property** – Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.
14. **Debarment and Suspension** – Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9, Subpart 9.4 (48 C.F.R. Section 9.400 et seq.).

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three (3) year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Section C, Paragraph 14, subparagraph b; and
- d. Have not within a three (3) year period preceding this Contract had one (1) or more public transactions (federal, state or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

15. **System for Award Management** – Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of the Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of the Contract, and the County may proceed under the Correction of Performance Deficiencies section of the Contract, including immediate termination of the Contract. If Contractor becomes aware, at any point during the term of the Contract, that it is identified as suspended or debarred on the

SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.

16. **Drug and Alcohol Free Workplace** – In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

17. **Duration of Terms** – This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

18. **Reserved.**

19. **Environmental Requirements** – In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of postconsumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, (CCR) title 20, section 1401 et seq.).

20. **Improper Influence** – Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. **Improper Consideration** – Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of

travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. **Informal Dispute Resolution** – In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
23. **Legality and Severability** – The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
24. **Licenses, Permits and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.
25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial

data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

28. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
29. **Ownership of Documents** – All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
30. **Reserved**
31. **Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, including fire clearances, which apply to the work performed pursuant to this Contract.
32. **Records** – Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

33. **Relationship of the Parties** – Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
34. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the DCSS Director or their designee and shall include County approved branding.
35. **Representation of the County** – In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County.
36. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

37. **Subcontracting** – Contractor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of DCSS through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraph 6 of this Section C.

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.
- d. Be responsible for monitoring subcontractor annually to determine subcontractor's compliance with the provisions of this contract. At County's request, Contractor shall provide subcontractor's annual monitoring reports and supporting documentation.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.
39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County

of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
44. **Disclosure of Criminal and Civil Procedures** – The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

45. **Reserved**
46. **Reserved**
47. **Reserved**
48. **Reserved**
49. **California Consumer Privacy Act** – To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (California Civil Code sections 1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at California Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to California Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to California Civil Code section 1798.155(b).
50. **Vacancies** – Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
51. **Complaint and Grievance Procedure** – Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- Contractor will ensure that staff are knowledgeable on the Department of Child Support Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
52. **Contractor Board of Directors’ Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors’ minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that

such persons have received training in the law within thirty (30) days of employment/volunteer activity.

- 54. **Reserved**
- 55. **Reserved**
- 56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).
- 57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.
- 59. **Reserved**
- 60. **211 Registration** – Contractor shall register with Inland Southern California 211+ within thirty (30) days of the Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the Inland Southern California 211+ of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.
- 61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- 62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 63. **Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
 - a. This Contract,
 - b. Attachments to this Contract, as indicated herein, and
 - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- 64. **Reserved**
- 65. **Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

66. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** – Contractor has disclosed to the County using Attachment C – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) twelve (12) months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors for twelve (12) months after the County’s consideration of the Contract.
- In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.
- Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.
68. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.

D. TERM OF CONTRACT

1. This Contract is effective upon execution, and expires December 31, 2030 but may be terminated earlier in accordance with provisions of this Contract.
2. The County may terminate the Contract immediately if the funds under Section F Paragraph 1 are not available to the County, and under the provisions of Section I, Paragraph 3, Item e, of the Contract, or as otherwise provided in this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer is authorized to exercise the County’s rights with respect to any termination of this Contract.
3. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

County shall:

1. Comply with the standards for program operation in accordance with 45 CFR Part 302 and 45 CFR Part 303 and with all applicable amendments.

2. Comply with Title IV-D of the Social Security Act and all federal and state regulations and requirements promulgated thereunder.
3. Provide information, training, and necessary consultation with Contractor staff regarding the parentage determination process.
4. Participate in public awareness activities about the parentage determination process that may include, but is not limited to, making presentations to any selected target group and/or community group to ensure the Parentage Opportunity Program is publicized within San Bernardino County.
5. Provide a financial payment to the Contractor on a monthly basis, in the amount of ten dollars (\$10)* for every valid VDOP Form (DCSS 0909) completed and accepted by the State DCSS POP.

*The rate of \$10 per VDOP Form (DCSS 0909) is established by California law via Family Code Section 7571.

6. Maintain an accounting system and supporting fiscal records adequate to ensure that claims for Federal funds are in accordance with applicable federal and state requirements. To be eligible for federal financial participation, all expenditures must be claimed as outlined in 45 CFR Part 74, 45 CFR Part 304, and in accordance with OMB Circular A-87.

F. FISCAL PROVISIONS

1. Contractor shall be paid on a Fee for Service basis at ten dollars (\$10)* for every valid and complete VDOP Form (DCSS 0909) submitted and accepted by the State DPSS POP.

*The rate of \$10 per VDOP Form (DCSS 0909) is established by California law via Family Code Section 7571.

2. Contractor shall submit all VDOP forms (DCSS 0909) to the State DCSS POP, as specified in Section II, Paragraphs 5-8, for all reimbursable costs associated with the Child Support Program pursuant to this contract by the 10th of the month following service (i.e., July's VDOP forms should be submitted for reimbursement by August 10th). Mail the original (white copy) to:

DCSS Parentage Opportunity program
PO Box 419070
Rancho Cordova, CA 95741-9070

Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
8. Reserved
9. Reserved
10. Reserved
11. Reserved
12. Reserved

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. **Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.
2. **Additional Insured** – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. **Policies Primary and Non-Contributory** – All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage** – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of ten thousand (\$10,000) shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. **Insurance Review** – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. **Insurance Specifications** – The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employer’s Liability – A program of Workers’ Compensation insurance or a state approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with two hundred fifty thousand dollar (\$250,000) limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are nonprofit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing

coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) Two million dollars (\$2,000,000) general aggregate limit.

c. Reserved

d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Reserved

f. Reserved

g. Reserved

H. RIGHT TO MONITOR AND AUDIT

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed fifty dollars (\$50) per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
3. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
5. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

6. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, contractors expending one million dollars (\$1,000,000) or more in federal funds within the Contractor's fiscal year must have a single audit or program specific audit performed. A copy of the audit performed in accordance with Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8 for further information.
7. Reserved
8. Reserved

I. CORRECTION OF PERFORMANCE DEFICIENCIES

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level or performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. In the event of a noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

J. RESERVED

K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS

1. Equal Employment Opportunity Program - Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital

status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. **Employment Discrimination** – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. **Civil Rights Compliance** – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. **Reserved**
5. **Bilingual and Linguistic Program Services**
 - a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or limited English proficiency (LEP) beneficiaries of services under this Contract. [Title 2 CCR 11162].
 - b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - 1) Interpreters or bilingual providers and provider staff.
 - 2) Contracts with interpreter services.
 - 3) Use of telephone interpreter lines.
 - 4) Sharing of language assistance materials and services with other providers.
 - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - 6) Referral to culturally and linguistically appropriate community service programs.
 - c. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor.

Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement.
6. **Equity** – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

- a. Contractor shall assess the demographic makeup and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
- b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

L. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services Administrative Support Division
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
Facsimile: (909) 387-2900
Email: HSASDContractsUnit@hss.sbcounty.gov

Contractor
Street Address/PO Box
City, State ZIP
Facsimile:
Email:

Notice shall be deemed communicated two (2) County working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

M. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

**San Bernardino County
Department of Child Support
Services**

Contractor

By: _____

Name: Amy Coughlin
Title: Director

Dated: _____

Address: 10417 Mountain View Ave.
Loma Linda, CA 92354-2030

By: _____
(Authorized signature)

Name:
Title:

Dated: _____

Address:

FOR COUNTY USE ONLY

Template Approved as to Legal Form		
 John Tubbs II, Deputy County Counsel		
Date _____	_____	_____



Child Support Services

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

INSTRUCTIONS: THE CUSTOMER IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

STEP ONE:

Write down your complaint or grievance and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within ten (10) calendar days, proceed with Step Two.

STEP TWO:

Email copy of your written complaint or grievance submitted to your department contact at DCSSAdministrativeSupport@hss.sbcounty.gov. Please state if you would like a response and include your contact information (Name, Address, Phone Number, and Email Address). Your personal information, complaint and grievance details will be kept confidential.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within ten (10) calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or grievance along with all of the information provided in Steps 1 and 2 above to the Contract Analyst at:

HS Administrative Support Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within ten (10) calendar days, proceed with Step Four.

You will be contacted within ten (10) calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown.

..... **Detach here**

COMPLAINT AND GRIEVANCE PROCEDURE CERTIFICATION

This certifies I have read, understood, and received the Complaint and Grievance Procedures.

Client Signature

Date



COMPLAINT AND GRIEVANCE PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your grievance.

The following procedures are to be followed when filing a complaint or grievance.

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Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within ten (10) calendar days, proceed with Step Four.

You will be contacted within ten (10) calendar days if you have provided contact information.

Please note: Each of these steps must be completed in the sequence shown

**VENDOR ASSURANCE OF COMPLIANCE WITH
THE SAN BERNARDINO COUNTY
WELFARE DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT _____

HEREBY 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 11135-11139.8, as amended; California Government Code Section 12940; 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 Section 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, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis 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 HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY 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) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the 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 Section 11135-11139.8, 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 the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

Vendor/Recipient Authorized
Representative's Signature

Address of vendor/recipient



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☐

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.



www.SBCounty.gov

Child Support Services

Privacy and Security Training For Contractors and Service Providers

Introduction

This handbook provides a general overview of the federal and state regulations which protect the privacy and security of confidential information as outlined in the Information Security Awareness Training (ISAT) for Department of Child Support Services (DCSS) Contractors. Protection of confidentiality is a very important subject, which requires the training of all Contractors and Contractors' employees who are granted access to County client/customer Personally Identifiable Information (PII).

Federal and state laws require the County of San Bernardino Human Services (HS) implemented privacy safeguards, which provide for the privacy and security of PII. Additionally, a Privacy/Security Incident Report is required when County PII is lost, stolen, disclosed or accessed without authorization, compromising the security, confidentiality or integrity of the information.

If You Violate DCSS Confidentiality Policies:

- You may personally be subject to administrative, civil and/or criminal action.
- Fines for confidentiality violations range from \$1,000 to \$5,000.
- Imprisonment for confidentiality violations ranges from one (1) year to five (5) years.
- You may be held liable for damages to persons injured by your confidentiality violation.

Personally Identifiable Information (PII)

Federal and state laws govern the protection of PII. PII may be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII may be electronic, paper, verbal or recorded. PII includes, but is not limited to:

- Name,
- Social Security Number (SSN),
- Date of Birth (DOB),
- Address,
- Drivers License,
- Photo Identification,
- Biometric record,
- Place of birth,
- Mother's maiden name, and
- Identifying number/document (i.e., Case number, Client Index Number (CIN), etc.).

For the purpose of this training, PII will be used to refer to both confidential information and County client/customer PII.

Information Assets

- Are pieces of information that exist in physical or digital form.
- Child Support Information Assets should be treated as “confidential” meaning that the data could cause harm to an individual if used or shared improperly.
Confidential data may include:
 - Federal Tax Information (FTI)
 - Personally Identifiable Information (PII)
 - Payment Card Industry (PCI)/Financial Information
- Child Support Information Assets should never be disclosed to anyone who doesn’t have a business need to know.

Sources of Information Assets

Digital sources include, but are not limited to:

- Personal computers, Laptops, PDAs, Tablets, and Cell phones such as:
 - Word Processing documents
 - Spreadsheets
 - Databases
 - Presentations
- Portable/external devices such as diskettes, CDs, USB, and external hard drives
- Servers and/or cloud storage, including electronic mail, schedules, and shared drives

Physical sources include, but are not limited to:

- Computer printouts
- Letters, memos, and reports
- Notebooks
- Planners
- Fax documents
- Credit card transaction receipts
- Contracts
- Official documents such as court rulings, birth certificates, personnel forms

Privacy and Security Overview

It is the policy of HS to establish protocols to effectively protect and secure PII against, any inappropriate use or disclosure. On an ongoing basis, Contractors and Contractors’

employees must comply with all privacy and security requirements at the Federal, State and County level.

Privacy Training Requirements

Contractors and Contractors' employees granted access to a county facility and/or resources containing PII, must:

- Read, understand and comply with the requirements as outlined in this training, and
- Sign the DCSS Annual Privacy and Security Training Acknowledgement of Understanding (at the end of this training packet)

This mandatory training must be completed within the first thirty (30) days of being assigned to the Department of Child Support Services (DCSS). Thereafter, Contractor must ensure DCSS Annual Privacy and Security Training Acknowledgement of Understanding is completed on an annual basis. Contractor to provide three or more reminders per year of the privacy and security safeguards in this Agreement to all employees and volunteers.

Anyone who refuses to review this training and sign the required documents must not be allowed to work in a County facility that contains PII.

A copy of the signed DCSS Annual Privacy and Security Training Acknowledgement of Understanding must be emailed annually to:

DCSSAdministrativeSupport@hss.sbcounty.gov and a copy maintained by the Contractor for a period of five (5) years after completion of the training.

Badges

To prevent unauthorized access to facilities where PII is stored, Contractors must ensure employees:

- Wear an identification badge at all times.
- Contact their supervisor immediately to report a lost or stolen ID badge and request a new one.
- Obtain/wear a visitor's badge if ID badge is temporarily misplaced.
- Surrender ID badge and any keys or access control devices when access is no longer required or upon leaving employment.

Inadvertent Disclosure

You may be inadvertently exposed to confidential data; however, it is your responsibility to keep this information secure.

Sources of inadvertent disclosure include, but are not limited to:

- Computer screen displays
- Presentations
- Conversations both on and off the telephone
- Computer printouts
- Fax documents

Incident Reporting

Immediately upon discovery Contractor and Contractors' employees must immediately report to the DCSS Administrative Services Unit any suspected or actual event ("security incident") that threatens the confidentiality, integrity, and/or availability of client/customer information, including but not limited to:

- Lost information
- Stolen information
- Mis-sent information
- Unauthorized access or disclosure

If you inadvertently come across Child Support information, you should notify your supervisor and DCSS staff coordinating your work. Your supervisor or the DCSS representative should follow the DCSS procedure for incident reporting.

Contractors and Contractors' employees responsible for a substantiated breach are subject to criminal and/or civil penalties, corrective and disciplinary action(s) and/or sanction(s), as appropriate.

You Should Always:

- Perform your business activities in a manner that does not weaken the controls over Child Support Information Assets.
- Access only the information that you have a business need and are authorized to access.
- Be aware of your physical environment and those around you.

You Should Never:

- Access Child Support Information for which you have no business need.
- Access, handle or disclose Child Support Information in a manner that jeopardizes its confidentiality, integrity and/or availability.
- Disclose Child Support Information to someone who does not have a business need to know.
- Allow someone physical access to an area they are not authorized to enter.
- Use a recording device such as a camera or cell phone in an area where Child Support Information or security precautions may be visible. This includes, but is not limited to workstations, server rooms, security desks, and mail centers.

Agreement to Terms

To complete the training, you must read and agree to the terms contained within the DCSS Annual Privacy and Security Training Acknowledgement of Understanding.

By doing so, you represent that you understand and agree to comply with the terms that are stated.

"Information Security is Everyone's Responsibility."

Contact Information

If you have any questions regarding information security or privacy protection, please contact DCSS Administration Services Unit via e-mail at:

DCSSAdministrativeSupport@hss.sbcounty.gov.

This concludes the Information Security Training.



Child Support Services

**Department of Child Support Services
Annual Privacy and Security Training Acknowledgement of
Understanding**

I hereby acknowledge that confidential information is protected from disclosure by law, regulation, and policy. I further acknowledge that protecting confidential information is in the public's interest, the State's interest, and my own personal interest. I also acknowledge that the Department of Child Support Services strictly enforces information security. I understand that accessing Child Support cases of anyone with whom I don't have a business need is strictly forbidden and may result in serious consequences including termination, fines up to \$5,000, and/or imprisonment of up to Five (5) years, plus the costs of prosecution.

 PRINT FULL NAME (Print Legibly)

 SIGNATURE

 PRINT EMPLOYER FULL NAME

 DATE

☐ Contractors' employee was provided a copy of the Privacy and Security Training on _____
Date

 Contractor's Supervisor (Print Legibly)

 () Contractor's Supervisor Phone No.

 Contractor's Supervisor Signature

 Date

cc: Contractors' employee
DCSSLLStaffDevelopment@hss.sbcounty.gov
DCSSAdministrativeSupport@hss.sbcounty.gov

CONFIDENTIALITY STATEMENT

DCSS 0593 (03/29/06)

The Department of Child Support Services (DCSS) is responsible for securing Child Support information. DCSS takes this responsibility seriously. The information below describes serious consequences you are subject to in the event that you unlawfully access or disclose Child Support information. Child Support information includes data that is obtained from numerous organizations including, but not limited to: the Internal Revenue Service, the California Franchise Tax Board, the California Employment Development Department, and the California State Board of Equalization. This information is confidential. Child Support information also includes DCSS plans, processes, procedures, memoranda, correspondence, research documents, and statistical analysis concerning the DCSS Child Support Program. This information may be confidential. Confidential information in any form (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc.) is not public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. DCSS strictly enforces information security. If you violate DCSS confidentiality policies, you may be subject to administrative, civil, and or criminal action.

You may only access confidential information if you have a specific Child Support business need for that information. You may only disclose confidential information to other individuals that have a specific Child Support business need for that information. If you access confidential information without a Child Support business need or if you disclose confidential information to another person that does not have a Child Support business need, you may be subject to discipline by your department, termination of your or your employer's contract, criminal fines, or imprisonment.

- Fines for confidentiality violations range from \$1,000 to \$20,000.
- Imprisonment for confidentiality violations ranges from 1 year to 5 years.
- In addition, you may be liable for damages to persons injured by your confidentiality violation.

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, Title 28, Code of Federal Regulations, part 603; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

- ____ I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.
- ____ I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.
- ____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.
- ____ I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- ____ I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.
- ____ I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:
 - Accessing Child Support information only as needed to perform my Child Support business duties.
 - Never accessing information for curiosity or personal reasons.
 - Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
 - Storing confidential information only in approved locations.
 - Never removing sensitive or confidential information from the work site without authorization.
- ____ I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.
- ____ I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

I certify that I have read and initialed the confidentiality statements printed above.

PRINT FULL NAME_____
SIGNATURE_____
PRINT EMPLOYER'S FULL NAME_____
DATE



Voluntary Declaration of Parentage (VDOP) Instructions and Application Form

California Department of Child Support Services
Parentage Opportunity Program



Signing this form is voluntary. This is a legal document. Read the entire form before you sign.

You are legally the parents of this child when you sign and file this Voluntary Declaration of Parentage (VDOP).

- You have the right to speak to a lawyer or to request genetic testing **before** you sign.
- You must be eligible to sign or it will be legally invalid.

Signing this form **will** legally establish your child's parentage if you are in any of the following situations.

To be **ELIGIBLE**, you must be **EITHER**:

- An unmarried birth parent and the only possible genetic father.

Or

- Two people, married or unmarried, who had this child through assisted reproduction using sperm and/or egg donation, except if the donation was from their spouse.

A VDOP filed in any of these situations WILL be legally valid UNLESS any situation below applies.

Continue - You are eligible to proceed.

Signing this form **will not** legally establish your child's parentage if you are in any of the following situations.

You are **NOT ELIGIBLE** when your situation includes:

- **Surrogacy**
 - The parents have a surrogacy agreement for this child.
- **Uncertainty Exists about the Parentage of a Child Born Through Assisted Reproduction**
 - One of you did not originally intend to be a parent but have changed your mind and now want to be recognized as a parent.
 - You agreed for this child to be produced by sperm or egg donation, but there is uncertainty as to whether the child was produced by the donation or by sexual intercourse.
- **Assisted Reproduction, Spousal Donation**
 - This child was produced by sperm or egg donation from your spouse.
- **Another Parent Exists**
 - Someone else has already been declared to be a parent of this child by a court order.
 - The birth parent has already signed a VDOP for this child with someone else.
 - Someone other than the two people signing this form is an intended parent under an agreement for donated sperm or eggs.
 - Someone else was married to and living with the birth parent at the time of conception and birth of this child; or this child was born during that marriage or within 300 days of the end of that marriage.
 - The birth parent married someone after this child was born and that person is obligated (by a writing or court order) to pay support for this child.

A VDOP filed in any of these situations WILL NOT be legally valid. Refer to the Alternatives, Rights, Responsibilities, and Consequences on the last page of this form.

STOP - You are NOT ELIGIBLE to complete the VDOP.

GENERAL INFORMATION

USE BLACK OR BLUE INK, PRESS FIRMLY AND PRINT CLEARLY WHEN FILLING OUT THE ATTACHED FORM. THIS FORM MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED WITNESS OR A NOTARY PUBLIC.

The attached Voluntary Declaration of Parentage (VDOP) form is to be used by parents who are voluntarily agreeing to establish parentage. Completing and signing the form is voluntary. **THIS IS A LEGAL DOCUMENT. CAREFULLY REVIEW THE FORM BEFORE YOU SIGN IT;** there is important information about what it means to you and your child when you sign the form. The form must be signed in the presence of an authorized witness from the hospital or authorized agency accepting the form. If not signed at a hospital, prenatal clinic, or authorized agency, you must sign the form in the presence of a Notary Public.

NO CORRECTIONS CAN BE MADE TO THE FORM ONCE IT HAS BEEN SUBMITTED TO THE DEPARTMENT OF CHILD SUPPORT SERVICES (DCSS) PARENTAGE OPPORTUNITY PROGRAM (POP).

SECTION A**BOTH QUESTIONS MUST BE ANSWERED**

- "Unmarried" means the birth parent is not married to anyone at the time of signing the VDOP.
- "Genetic Father" means the person whose sperm was used for the birth of this child.

All portions of this section must be completed. Your Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) may be used to collect child support, and other benefits your child may need. If you write down your SSN/ITIN, it will be on any copies made of this form. If you don't have an SSN/ITIN, you must check the box indicating that you do not have one. Failure to provide a SSN/ITIN or check the box indicating you do not have one, will result in your VDOP not being filed and returned to you.

SECTION B

THIS IS A LEGAL DOCUMENT. READ THE ENTIRE FORM BEFORE YOU SIGN IT. Both parents must sign and date at the bottom of this section for the form to be legal. Both parents must have their signature witnessed.

SECTION C

This section is to be completed by the person who is an authorized witness to the parents' signatures on the form. The witness must be an official representative of the hospital or authorized agency accepting the form.

SECTION D

This section is to be completed **ONLY** when the form is witnessed by a Notary Public. If parents do not complete the form at a hospital, prenatal clinic, or authorized agency, they can only complete and sign it before a Notary Public. If signed outside of California, a Notary Public is required. This section is to be completed, signed and stamped by a Notary Public.

FILING THIS FORM

Only the signed original of this form must be sent to:

Department of Child Support Services
Parentage Opportunity Program (POP)
P.O. Box 419070
Rancho Cordova, CA 95741-9070

ONLY THE SIGNED ORIGINAL OF THIS FORM WILL BE ACCEPTED AND MUST BE SENT TO DCSS WITHIN 20 DAYS OF THE DATE SIGNED.

PRIVACY NOTICE - The Information Practices Act of 1977 (Civil Code §1798.17) and the Federal Privacy Act of 1974 (Title 5, United States Code §552a(e)(3), §7 Note) require that this notice be provided when collecting personal information and Social Security Number (SSN) from individuals. Information requested on this form is used by the Department of Child Support Services (DCSS) and local child support agencies for the purposes of identification and establishing parentage. The personal information may be shared with child support agencies, welfare agencies, courts and entities providing services to such agencies. Providing an email address or Individual Taxpayer Identification Number (ITIN) is voluntary; all other personal information requested is mandatory. Failure to provide mandatory information may result in the rejection of filing the Voluntary Declaration of Parentage (VDOP) with the DCSS.

The agency official responsible for maintenance of the forms is: State Coordinator at the Parentage Opportunity Program of DCSS, P.O. Box 419070 Rancho Cordova, CA 95741-9070 Tel: (866-249-0773). Legal references authorizing solicitation and maintenance of this personal information include Title 42, United States Code §666(a)(13), Family Code §§7570-7581, and §17212. Copies of the VDOP are maintained in the confidential files of the Department of Child Support Services. Declarants have the right of access to their filed declaration form(s) upon request by calling (866-249-0773).

SEND ORIGINAL TO: DCSS – DCSS Parentage Opportunity Program

PO Box 419070

Rancho Cordova, CA 95741-9070

VOLUNTARY DECLARATION OF PARENTAGE (VDOP)

DCSS 0909 (01/01/2020)

CHANGES CANNOT BE MADE TO THIS FORM ONCE IT HAS BEEN SUBMITTED TO DCSS
 PARENT SIGNATURES MUST BE COMPLETED IN THE PRESENCE OF AN AUTHORIZED WITNESS OR NOTARY PUBLIC

WE WISH TO LEGALLY ESTABLISH OUR CHILD'S PARENTAGE**SECTION A:**

IS THE BIRTH PARENT UNMARRIED?

☐ YES ☐ NO

IS THE OTHER PARENT THE GENETIC FATHER OF THE CHILD?

☐ YES ☐ NO**Child's Information**

CHILD'S FIRST NAME:	DATE OF BIRTH (MM/DD/YYYY):	MULTIPLE BIRTH? (Twins, Triplets, ETC.): Sample Response: Twin A, Twin B	
MIDDLE NAME:	PLACE OF BIRTH (Hospital, Home, ETC.):	COUNTY:	
LAST NAME:	CITY:	STATE:	COUNTRY:

Birth Parent Information

FIRST NAME:	DATE OF BIRTH (MM/DD/YYYY):	SOCIAL SECURITY NUMBER/INDIVIDUAL TAX ID NO. (See Privacy Notice):	☐ BY CHECKING THIS BOX I CERTIFY I DO NOT HAVE AN SSN OR ITIN
MIDDLE NAME:	PHONE NUMBER:	EMAIL ADDRESS:	
LAST NAME:	CURRENT MAILING ADDRESS (NUMBER, STREET, CITY, STATE AND ZIP CODE)		

Other Parent Information

FIRST NAME:	DATE OF BIRTH (MM/DD/YYYY):	SOCIAL SECURITY NUMBER/INDIVIDUAL TAX ID NO. (See Privacy Notice):	☐ BY CHECKING THIS BOX I CERTIFY I DO NOT HAVE AN SSN OR ITIN
MIDDLE NAME:	PHONE NUMBER:	EMAIL ADDRESS:	
LAST NAME:	CURRENT MAILING ADDRESS (NUMBER, STREET, CITY, STATE AND ZIP CODE)		

SECTION B**BOTH PARENTS MUST SIGN AND DATE**

- Each party declares under penalty of perjury under the laws of the State of California that they have been informed of and understand the *Alternatives, Rights, Responsibilities, and Consequences*, as written on the back of this form, and that the information they have provided is true and correct. Each party affirms that no other individual can legally claim parentage of the child and accepts the responsibilities to provide child support as determined by applicable law. Each party wishes to be named on the child's birth certificate and agrees that the other parent will be named on the birth certificate. Each party affirms that they are signing this form voluntarily, without being subject to force, threat or coercion.
- If this child was born by use of assisted reproduction, each party affirms the sperm/egg used in assisted reproduction for this birth was not from the birth parent's spouse. The person who donated the egg/sperm is neither the birth parent nor other parent. The donor does not intend to be a parent of this child. Both the birth parent and other parent intend to be the parents of this child.

BIRTH PARENT'S SIGNATURE	DATE SIGNED	OTHER PARENT'S SIGNATURE	DATE SIGNED
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SECTION C - PARENT SIGNATURES MUST BE COMPLETED IN THE PRESENCE OF AN AUTHORIZED WITNESS

DATE SIGNED	WITNESS SIGNATURE	WITNESS PRINTED FIRST AND LAST NAME
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NAME OF AUTHORIZED AGENCY (HOSPITAL, AGENCY, CLINIC, OR OTHER)

AGENCY'S COMPLETE ADDRESS NUMBER AND STREET	CITY:	STATE:	ZIP CODE:
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DATE SIGNED	WITNESS SIGNATURE	WITNESS PRINTED FIRST AND LAST NAME
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NAME OF AUTHORIZED AGENCY (HOSPITAL, AGENCY, CLINIC, OR OTHER)

AGENCY'S COMPLETE ADDRESS NUMBER AND STREET	CITY:	STATE:	ZIP CODE:
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SECTION D - TO BE COMPLETED BY A NOTARY PUBLIC IF SECTION C IS NOT WITNESSED - REQUIRED WHEN SIGNING OUTSIDE OF CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ (date) before me, _____ (insert name and title of the officer)

personally appeared _____
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
 WITNESS my hand and official seal.

Signature _____

(SEAL)

DISTRIBUTION: Original White Copy – DCSS Yellow & Pink Copies – Parents Green Copy – Local Child Support Agency

VOLUNTARY DECLARATION OF PARENTAGE (VDOP)

DCSS 0909 (01/01/2020)

ALTERNATIVES, RIGHTS, RESPONSIBILITIES, AND CONSEQUENCES:

I declare under the penalty of perjury under the laws of the State of California that I have read and understand the following statements:

Alternatives: Parentage may be established by:

- VDOP: Filing a signed Voluntary Declaration of Parentage (VDOP) with the California Department of Child Support Services (DCSS) Parentage Opportunity Program (POP).
- Court Action: Filing a legal action in court to declare you a legal parent.
- Presumptions: Some people are presumed to be parents under California law. You may want to speak to an attorney or contact a family law facilitator to determine if this applies to you.

The following legal rights, responsibilities and consequences apply as a result of the completion and filing of this VDOP:

Rights:

- It legally establishes a parental relationship so that each parent will have the right to seek custody or visitation, and to be consulted about the adoption of the child.
- It authorizes both parents' names to be placed on the child's birth certificate.
- It allows for the child to benefit from healthcare coverage, inheritance laws, Social Security or Veteran's dependent or survivor benefits from either parent if eligible.
- Each parent has the right to rescind this VDOP. If I decide to rescind/cancel this VDOP, I will need to file a VDOP Rescission form (DCSS 0915) with the DCSS POP within 60 days from the date that I signed this VDOP. If I was under the age of 18 years when I signed the VDOP, I have until 60 days after I reach age 18 to rescind it.
- Each parent has a two-year period to challenge this VDOP. The challenge is permitted only under limited circumstances and is barred two years after the date this VDOP becomes effective. It also may be invalidated if either signatory is able to prove that they signed the form because of fraud, duress, or material mistake of fact.

Responsibilities:

- It establishes a duty in each parent to provide financial support for the child.
- It establishes a duty in each parent to provide healthcare coverage for this child if available at a reasonable rate.

Consequences:

- By signing this VDOP I am waiving all the following constitutional rights:
 - The right to receive notice of any hearing regarding the parentage of this child.
 - The right to have a trial to decide whether I am the parent of this child.
 - The right to have the opportunity to present my case in court, including the right to present and cross examine witnesses and have an attorney appointed to represent me if I cannot afford one in an action filed against me by a local child support agency regarding the establishment of my parentage or enforcement of my child support obligation for this child.
- By signing this VDOP I am consenting to the establishment of my parentage of this child, and thereby assuming all the rights and responsibilities of a parent under the laws of California.
- By signing this VDOP I am consenting to the other person signing being legally named the parent of this child.
- If either of the signatories to this form are under the age of 18 years when they sign this form, the form will not legally establish parentage until 60 days after both signatories are 18 years old or legally emancipated.
- Upon the filing of this VDOP with DCSS POP, each signatory submits to personal jurisdiction in California in any proceeding to challenge this VDOP.

Questions:

- If you have any questions or need a VDOP Rescission form (DCSS 0915), contact the State POP Coordinator toll-free by calling (866) 249-0773.

Benefits of establishing parentage

Establishing parentage may give your child the right to:

- Social security benefits
- Military benefits
- Inheritance rights
- Health insurance
- Survivor's benefits

Genetic testing

If you would like genetic testing, request it before signing the VDOP. Genetic testing may not be requested by the parents who signed the VDOP once it has been filed.

For more information on POP

www.CalParentage.org

Contact POP

AskPOP@dcss.ca.gov
916.464.1982

Hours of Service

Monday-Friday | 8 AM – 5 PM
Saturday-Sunday | Closed

Contact your

Local Child Support Agency

www.childsupport.ca.gov
866.901.3212
TTY 866.399.4096



Gavin Newsom
California Governor



Kim Johnson

California Health & Human Services Agency Secretary

CALIFORNIA
CHILD SUPPORT SERVICES

Kristen Erickson-Donadee

California Child Support Services Director



**Legal parentage is easy
to establish without
going to court
– and it's free!**

Birth certificate

A birth certificate does not legally establish parentage.

Filing a VDOP will not change the name on a birth certificate.

To change the name listed on a birth certificate, contact the California Department of Public Health, Office of Vital Records at 916.445.2684 or by email at VRmail@cdph.ca.gov.

Program profile

The California Parentage Opportunity Program (POP) was established in 1995 to create a simple system for an unmarried mother and genetic father to establish parentage.

Effective January 1, 2020, The Uniform Parentage Act allows more people to utilize the Parentage Opportunity Program, reflecting the diversity of California families.

What is POP?

POP is a voluntary program for a birth parent and other parent to establish legal parentage free of charge. This significantly decreases the time and money required to establish parentage through the court process. In most cases, a signed and filed Voluntary Declaration of Parentage (VDOP) has the same force and effect as a judgment for parentage issued by a court.

What is parentage?

Parentage is the recognition of a parent's legal relationship to a child.

In California marital presumption applies:

In most cases, a child born into a marriage, or spouses who lived together at the time of conception and birth, is legally a child of the marriage. Please see California Family Code §7540 and §7611(a) for more information.

There are two other ways to establish legal parentage:

1. By filing a VDOP
2. Through the California court system

Remember ...
Double check for completeness and accuracy.

Get the Voluntary Declaration of Parentage witnessed at:

- Hospitals (at the time of birth)
- Local child support agency
 - Find yours at childsupport.ca.gov
- Local registrar of births and deaths
- Courts (Family Law Facilitator)
 - Find yours at childsupport.ca.gov
- County welfare office
- Notary public

Completing a Voluntary Declaration of Parentage

A VDOP may only be completed after the child's birth.

A VDOP must be completed and signed by both parents with their signatures properly witnessed and successfully filed with POP before legal parentage is established. A VDOP signed outside of California must be witnessed by a Notary Public.

The original double sided VDOP must be submitted to POP – no attachments except for a notary certification will be accepted.

Who is eligible to complete a Voluntary Declaration of Parentage

- An unmarried birth parent and the only possible genetic father, or
- Two people, married or unmarried, who had this child through assisted reproduction using sperm and/or egg donation, except if the donation was from their spouse

Who is not eligible to complete a Voluntary Declaration of Parentage

- Parents using surrogacy
- Parents uncertain if conception was natural or assisted
- Parents with a court order establishing parentage for the child
- Parents with a valid VDOP on file for the child
- Parents whose child has another possible parent

Where to mail the Voluntary Declaration of Parentage

Mail the original, signed and witnessed VDOP to:

Parentage Opportunity Program
P.O. Box 419070 – MS 241
Rancho Cordova, CA 95741-9070

Photocopies will not be accepted.

Right to cancel the Voluntary Declaration of Parentage

Each parent has the right to cancel (rescind) the Voluntary Declaration of Parentage (VDOP). If either parent decides to rescind the VDOP, they will need to file the form DCSS 0915 Declaration of Parentage Rescission with the POP within 60 calendar days from the latest date the VDOP was signed.

If either parent was under the age of 18 years when the VDOP was signed, the minor has 60 calendar days after they reach age 18 or become emancipated, whichever occurs first, to rescind.

After a court order for custody, visitation, or support or the 60-day rescission window has passed, either parent must go through the court's Set Aside process to cancel a filed VDOP.

Each parent has a two-year period to challenge the filed VDOP. The challenge is permitted only under limited circumstances and is barred two years after the date the VDOP is filed.