



Contract Number

SAP Number

Department of Child Support Services

| | |
|------------------------------------|-----------------------------|
| Department Contract Representative | Julie West |
| Telephone Number | (909) 387-2462 |
| Contractor | US Metro Group, Inc. |
| Contractor Representative | Evelyn Lee |
| Telephone Number | (213) 382-6435 |
| Contract Term | July 1, 2025 – June 30 2028 |
| Original Contract Amount | \$615,550 |
| Amendment Amount | N/A |
| Total Contract Amount | \$615,550 |
| Cost Center | |
| Grant Number (if applicable) | N/A |

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to provide custodial services as further described in a statement of work (the “Services”); and

WHEREAS, the County conducted a competitive process to find US Metro Group, Inc. (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County’s Request for Proposals, the County finds Contractor qualified to provide custodial 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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ATTACHMENTS

- A. SCOPE OF WORK, 12 PAGES
- B. ASSURANCE OF COMPLIANCE, 1 PAGE
- C. COMPLAINT AND GRIEVANCE PROCEDURE, 2 PAGES
- D. BUDGET, 1 PAGE
- E. PRIVACY AND SECURITY TRAINING FOR CUSTODIAL, PHLEBOTEMIST AND SECURITY CONTRACTORS, 4 PAGES AND ACKNOWLEDGEMENT PAGE, 1 PAGE
- F. CONFIDENTIALITY STATEMENT, 1 PAGE

A. DEFINITIONS

1. Administrative Services Unit (ASU): The Child Support staff responsible for maintaining the facility. One staff member will be designated as the primary contact for the Contractor. Additional contacts may also be provided for instances the primary contact is otherwise unavailable.
2. Contract: The legal agreement between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.
3. Contractor: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by the County.
4. County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.
5. Department of Child Support Services (DCSS): The San Bernardino County agency that assists families in meeting their obligation to provide financial and medical support for their children. DCSS administers all services and performs all functions necessary to locate parents; establish paternity; establish, enforce and modify support orders; and collect and distribute support.
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. Personally Identifiable Information (PII): Includes name, social security number, date of birth (DOB), address, Driver License, photo identification, identifying number/document, and/or Client Index Number (CIN).
8. Services: The requested services described in this Contract.
9. Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

Meet and adhere to all cleaning specifications, special requirements, quality control requirements, frequency of specified tasks, safety measure as described in the Scope of Work (Attachment A).

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.

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, prior to providing any services. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

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 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 Custodial, Phlebotomist, and Security Contractors* (Attachment E) 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 E are hereby incorporated by this reference.
 - a. Read, understand, and comply with the *Privacy and Security Training for Custodial, Phlebotomist, and Security Contractors*.
 - b. Ensure employees, subcontractors, agents, volunteers, and interns who have access to Personally Identifiable Information (PII) complete the *Privacy and Security Training for Custodial, Phlebotomist, Security and Training Contractors* 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 annually (Attachment E).
 - d. Report actual, suspected or potential breaches of PII immediately to the DCSS Administrative Services Unit via email at: DCSSAdministrativeServices@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 herein; 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. **Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this Contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
- a. Such governmental body does not have and will not have in force any other contract for like purchases.
 - b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

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 accountability. 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 Department of Child Support Services 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. Indemnification and Insurance Requirements.
- 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 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. **Iran Contracting Act** – IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

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 C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
52. **Reserved.**
53. **Reserved.**
54. **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.
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. **Equipment** – County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
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 thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.
67. **Reserved.**
68. **Professional Conduct** – Contractor agrees to develop and maintain professional relationships with County, County staff, and clients.
69. **Displaced Janitor Opportunity Act** – By its execution of this Contract, Contractor agrees to comply with all provisions of the Displaced Janitor Opportunity Act (California Labor Code Section 1060 et seq.).

70. **Materials Use** – All materials, supplies, and equipment to be used by the Contractor shall not be harmful to the surfaces on which they are used.
71. **Contractor Control over Employees** – Contractor shall exercise complete authority over all Contractor's employees. The Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the County. To effectuate the terms of this Contract, unsatisfactory conduct shall include, but is not limited to, an employee who is under the influence of and/or consuming alcoholic beverages or illicit drugs, and the unauthorized use of County equipment such as **telephone, facsimile, photocopier, etc., while engaged in providing services specified in the Contract. Service Level Adjustments** –
- a. The County reserves the right to adjust service levels of the Contractor at any time. The Deputy Director of Child Support Services – Administrative Services Unit has the authority to make such changes.
 - b. Service level adjustments will be accomplished by the County directing the Contractor to adjust their work by increments of a day.
 - c. Payment to the Contractor will be adjusted by a corresponding day rate.
 - d. Daily rate will be calculated by dividing the monthly rate by the number of service days in the month.
72. **County Inspection of Work** – The County may inspect Contractor's performance of the terms of this Contract at any time. In the event the County determines that the Contractor's performance of its duties and other terms of this Contract are deficient in any manner, County will notify Contractor orally or in writing. If given orally, County shall provide written confirmation within five (5) days. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate with Contract immediately upon written notice, or remedy the deficiency and offset the cost thereof from any amounts due the Contractor under this Contract or otherwise.
73. **Fidelity Bond** – Contractor shall provide the County with a fidelity bond in the amount of Fifty Thousand Dollars (\$50,000), covering all losses through pilfering or theft by the Contractor, its employees, or agents.
74. **Protected Health Information (PHI)/Personally Identifiable Information (PII)** – Contractor and/or its employees, agents, or subcontractors may have access to County facilities that contain Confidential Information protected from improper access, use, and disclosure by applicable rules and laws. Confidential Information includes, but is not limited to the Protected Health Information (PHI) and Personally Identifiable Information (PII) such as name, address, telephone number, email address, medical records, physical description, social security number, date of birth, etc. Confidential Information shall not be accessed, used, or disclosed by Contractor, its employees, agents, or subcontractor for any reason. At the County's request, Contractor and/or its employees, agents, or subcontractors shall sign a Confidentiality and Non-Disclosure Agreement, in a form approved by the County, prior to gaining access to any facility covered by this Contract. Failure by Contractor, its employees, agents, or subcontractors to comply with this paragraph and/or any subsequent Confidentiality and Non-Disclosure Agreement may result in the termination for cause, of any existing contract between Contractor and the County.

D. TERM OF CONTRACT

1. This Contract is effective as of July 1, 2025 and expires June 30, 2028 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one (1) year periods by mutual agreement of the parties.
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 uncanceled 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

The County shall:

1. Designate primary and back-up DCSS staff members as contacts for Contractor.
2. Review and approve the daily, weekly, quarterly, and semi-annual service schedules provided by Contractor.
3. Issue County identification cards to Contractor's employees who will be accessing County buildings.
4. Issue keys, access control cards, and/or alarm codes to Contractor's employees, as needed.
5. Review the language skills of all persons required to be fluent in English, as needed.

F. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$615,550. (Year One (1) \$198,166.36, Year Two (2) \$205,102.18, and Year Three (3) \$212,280.75), of which \$406,263 is federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Contractor shall be paid on a fee-for-service, after submitting the required invoice, and the County has deemed the Services completed satisfactorily, based on the rates on the attached Budget (Attachment D). Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed and issued with a net sixty (60) day payment term following approval by County.
3. Contractor shall provide invoices once per month to the County within ten (10) calendar days following the month of service. Contractor's invoices shall be submitted to DCSS Fiscal at the following address: DCSSfiscal@hss.sbcounty.gov.
4. 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.
5. 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.

6. 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.
7. 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.
8. 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.
9. Contractor shall certify to the County whenever applying for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729–3730 and 3801–3812." Each such certification must be maintained pursuant to the requirements of § 200.334.
10. **Reserved.**
11. **Reserved.**
12. **Reserved.**
13. **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. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more nonemployee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- 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.

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. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:
Number: 93.597 Title Grants to States for Access and Visitation Programs
8. County is required to identify the Contractor Unique Entity Identification (UEI) number, as known in the federal System for Award Management (SAM), and Federal Award Identification Number (FAIN) in all County contracts that include federal funds or pass through of federal funds. This information is required in order for the County to remain in compliance with Title 2 CFR Section 200.331 and remain eligible to receive federal funding. The Contractor shall provide the Contractor name as registered in SAM, as well as the UEI number to be included in this Contract. Related FAIN will be included in this Contract by the County.

| | |
|--------------------------------------|----------------------|
| Contractor Name as registered in SAM | US Metro Group, Inc. |
| UEI | CNMYNX8CJ5W5 |
| FAIN | |

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.

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
Department of Child Support Services
HS Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415
Facsimile: (909) 387-2900
Email: HSASDContractsUnit@hss.sbcounty.gov

US Metro Group, Inc.
6803 International Avenue
Suite #101
Cypress, CA 90630
Evelyn Lee
service@usmetrogroup.com
evelyn.k@usmetrogroup.com

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

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

US Metro Group, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Evelyn Lee

(Print or type name of person signing contract)

Title CEO

(Print or Type)

Dated: _____

Address 6803 International Ave., Ste.# 101

Cypress, CA 90630

FOR COUNTY USE ONLY

Approved as to Legal Form

►

John Tubbs II, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Patty Steven, Contracts Manager

Date _____

Reviewed/Approved by Department

►

Amy Coughlin, Director

Date _____

SCOPE OF WORK

DCSS Loma Linda Office

I. CLEANING SPECIFICATIONS

A. General Standards Include the Following:

1. It is the intent of the County to maintain each facility at a high standard of cleanliness. These specifications are intended to establish an acceptable level of service. Cleaning frequencies are established as general guidelines; they are not to be construed as absolute. All items not specifically included but found to be necessary to properly clean the building shall be included as though written into these Cleaning Specifications.
2. The term "clean" includes but is not limited to the removal of trash, dirt, dust, lint, webs, marks, stains, spots, spillages, graffiti, odors, film, gum, grease, tar, etc.
3. The Contractor shall ensure that all employees are trained in generally accepted cleaning practices. Such practices shall include but not be limited to the proper operation of power cleaning equipment (such as floor care equipment), the proper use and handling of chemical products (such as cleaners, strippers, sealers and waxes), appropriate use of cleaning cloths, and the proper cleaning methods for building materials such as ceramic tile, vinyl, wood, laminate, metal, and glass.
4. The Contractor shall be responsible for complying with all applicable safety and health regulations including, but not limited to, California Code of Regulations (CCR) Title 8, Section 3202 General Industry Safety Orders.

Such orders require employers to establish, implement, and maintain an effective Injury and Illness Prevention Program (IIPP) (Iap). The Contractor's IIPP must contain elements that ensure compliance with CCR Title 8, Section 5193, "Blood Borne Pathogens: and Section 5194, "Hazard Communication". The Contractor's IIPP must be submitted in writing within thirty (30) days of Contract start date.
5. Contractor's staff working in designated County facilities known to contain asbestos must complete asbestos awareness training in accordance with CCR Title 8, Section 5208 and 1529. Training shall be consistent with Environmental Protection Agency (EPA) training requirements for local education agency maintenance and custodial staff as set forth Code 40 of Federal Regulations (CFR) 763.92 (a) (1). Documentation that the Contractor's staff (names) has received such training must be submitted within thirty (30) days of the Contract start date.
6. The Contractor's staff shall not place or use mops, brooms, or any equipment in traffic areas or other locations in any manner that would create safety hazards. The Contractor's staff shall provide and place appropriate warnings signs for wet or slippery floor areas, such as those caused by cleaning or floor finishing operations. General safety requirements (manufacturer's recommendations, drying methods, etc.) shall be complied with for all products and all methods used in carrying out this Contract.
7. The ASU is the Child Support staff responsible for maintaining the facility. One staff member will be designated as the primary contact for the Contractor. Additional contacts may also be provided for instances the primary contact is otherwise unavailable.
8. Biweekly shall be defined as two (2) times per week and the days shall be Mondays and Wednesdays.

ATTACHMENT A

9. Quarterly shall be defined as four (4) times per year and the days shall be pre-scheduled by the Contractor's and approved by the ASU.
 10. Semi-annual shall be defined as two (2) times per year and the days shall be prescheduled by the Contractor and approved by the ASU.
 11. Contractor shall ensure that a copy of the Contract is kept in the custodial closet at all times per site.
 12. Spot Cleaning shall be defined as the targeted treatment of specific stains or soiled areas on an item. Depending on the stain's severity, this process may require minimal or more comprehensive treatment using cleaning products.
 13. Carpet Spot Cleaning – Due to the high traffic environment and types of spots likely to appear on carpet it is important to spot clean carpet with a portable handheld carpet cleaner with appropriate carpet cleaning product.
 14. Spills and Accidents – Refers to any liquid or fluid spilled on floors or other surfaces, also including spills of bodily fluids.
 15. Contractor is advised that County facilities are frequently used for Countywide meetings and special events, etc. and shall require additional services and supplies. Therefore, the Contractor shall assure a level flexibility in staff scheduling so as to provide for additional servicing of all restrooms, offices, etc. Contractor will be notified of the scheduled by the ASU.
 16. Contractor shall maintain a separate floor crew to damp mop, buff, shampoo, strip and wax all sheet vinyl and vinyl composition tile floors.
 17. Contractor's staff shall not store trash in janitor closet.
- B. The following services are to be performed by the Day Porter daily, Monday through Friday, eight (8) hours per day. Daily services shall be completed five (5) days per week from 8:00 a.m. – 5:00 p.m. (excluding County holidays):
- Note: The shift hours scheduled for the Day Porter are to be reviewed and approved by the Department of Child Support Services (DCSS).
- Empty all waste receptacles located in breakrooms, kitchens, and restrooms.
 - Ensure all waste receptacles are maintained in a clean and odor free condition. Clean plastic liners are required.
 - Remove all trash and waste to a designated central location (e.g. dumpster) for disposal. All cardboard items must be broken down and placed in the designated container.
 - If in doubt, set aside material and ask for direction from the designated site contact or the onsite Facilities Team.
 - Clean and sanitize all toilets, urinals, lavatories, etc., with a germicidal detergent.
NOTE: Deodorant tablets are not to be used.
 - Remove incrustation, stains, scale, deposits, and build up inside and outside of all toilets, urinals, lavatories, etc., with a germicidal detergent.
 - Rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
 - Clean and sanitize all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, furniture, trim, baseboards, etc., in restrooms.

- Clean splash marks from walls of breakrooms.
 - Clean kitchen sinks and counters.
 - Clean all hand marks on refrigerators, microwaves, cabinets and knobs, walls, doors and woodwork.
 - Clean all high touch point areas (i.e., doorknobs, copier screens, stairwell railing)
 - Clean elevator walls, remove handprints, smudges and foreign substances, from interior and exterior walls, remove debris and soil from tracks, vacuum or sweep elevator floor.
 - Clean all glass entrances, inside and outside (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
 - Refill soap, towel and paper containers.
 - Sanitize, wash and polish all drinking fountains, remove all hard water deposit, sinks, basins, fixtures, etc., and related counter tops.
 - Damp clean table tops in breakrooms and in conference rooms.
 - Remove paper and debris outside main entry.
 - Clear restroom and breakroom stoppages or report maintenance need to DCSS Facilities.
 - Sweep to remove loose dirt and other materials including cobwebs both inside and outside of customer and employee entryways.
 - Clean/monitor (pick up papers, leaves, trash, dirt, broken glass, food, food wrappers, gum, and other conspicuous trash) outside stairways, entryways, curbs and covered or uncovered patio area.
 - Sweep designated smoking areas, empty ashtrays, replenish sand as needed.
 - Clean up spills from customers and staff.
 - Spot clean finger marks, smudges, graffiti, dirt build up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, etc.
 - Keep janitor closets clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.
- C. The following services are to be performed by the Evening Custodial Crew on a daily basis, Monday through Friday. Daily services shall be completed five (5) days per week (excluding County holidays):
- Empty all waste receptacles on a daily basis (including wastebaskets, trashcans, boxes if labeled "trash", etc.). Any item or items near trashcans/wastebaskets are not to be removed if not labeled. Newspapers are not to be tossed out unless found in the trashcan.
 - Ensure all waste receptacles are maintained in a clean and odor free condition. Clean plastic liners are required.
 - Remove all trash and waste to a designated central location (e.g. dumpster, compost) for disposal. All cardboard items must be broken down and placed in the designated container.
 - If in doubt, set aside material and ask for direction from the designated site contact or the onsite Facilities Team.
 - Dust mop all tiled/terrazzo floors.
 - Dust all desks, chairs, tables, filing cabinets and other office furniture.

ATTACHMENT A

- Clean and sanitize all toilets, urinals, lavatories, etc., with a germicidal detergent.

Note: Deodorant tablets are not to be used.

- Remove incrustation, stains, scale, deposits, and build up inside and outside of all toilets, urinals, lavatories, etc., with a germicidal detergent.
- Rinse and polish all fixtures, faucets, and piping. Highly scented disinfectants, objectionable or odoriferous cleaners shall not be used.
- Pour one (1) gallon of water down floor drains weekly.
- Clean and sanitize all restroom dispensers, mirrors, partitions, doors, walls, moldings, vents, shelves, furniture, trim, baseboards, etc., in restrooms.
- Clean splash marks from walls of breakrooms.
- Clean kitchen sinks and counters.
- Clean hand marks from walls, doors and woodwork.
- Vacuum all high traffic area carpeting completely. All carpeted areas are to be vacuumed using a dual motor vacuum with a rotating cylindrical brush, rather than a beater bar.
- Clean all glass entrances, inside and outside (glass entrance includes: glass doors adjacent windows and window frames, glass reception partitions, and blinds).
- Clean all entrance mats.
- Clean/dust furniture, counters and cabinets. Furniture includes desks, tables and reception area partitions. Counters and cabinets includes those located in breakrooms.
- Clean all metal trim (push plates, kick plates, door jams, cabinet and doorknobs/pulls, etc.).
- Damp clean lobby counters.
- Clean all stairwells. (Sweep and damp mop or vacuum).
- Spot clean all walls and doors including elevator.
- Spot clean carpets as needed to remove spots, stains and odors caused by small spillage, footprints, gum, candy, etc.
- Spot clean finger marks, smudges, graffiti, dirt build up, and/or accumulation around light switches, doors, door frames, counters, moldings, all ceiling and wall vents, walls, partitions, all wall, etc.
- Spot clean all interior glass partitions, display cases, mirrors, interior doors, etc.
- Keep janitor closets clean and orderly. This shall include all vacuum cleaners, buffers, mops, mop buckets, roll carts, trash containers, dust mops and brooms, etc.

D. Evening Janitor Crew Services continued:

1. Weekly Service:

- Wet mop all tiled/terrazzo floors.
- Clean all areas of desk tops that are cleared.
- Clean all surfaces in the Lobby to include tables, chairs, and desks.
- Clean and sanitize phones and desktops in Interview Bays (both public side and County side)
- Clean hand marks from refrigerators, microwaves, cabinet handles/knobs, walls, doors and woodwork.

- Dust window sills.
- Vacuum all carpeting completely.

2. Monthly Service:

- Clean/dust all vertical and horizontal surfaces, including window coverings.
- Vacuum upholstered furniture.
- Burnish all resilient tile (except luxury vinyl tile (LVT)) to a high luster shine.
- Damp clean all conference/training room table tops that are cleared.
- Clean all kitchen garbage disposals, using appropriate garbage disposal cleaner.

3. Quarterly Service:

- Machine clean and seal all tiled floors.
- Vacuum dust and dirt accumulation from air conditioning vents.
- Brush down cobwebs inside building.

4. Semi-Annual Service:

- Clean Carpet.
- Wash the inside of all windows and clean atrium glass.
- Clean all baseboards and floor drains.

E. General Daily Floor Care (excluding restrooms)

1. Contractor shall maintain floors in such a manner as to promote longevity and safety. Upon completion of work, all floors shall be left in a clean, high luster shine, orderly and safe condition.
2. The Contractor shall remove and replace furniture as required to perform the work.
3. Floor finish is understood to be a preservative and safety measure. Finish shall be applied only to appropriate areas that are free of residual dirt and build up. Floors are not to be left unfinished after stripping. Floor sealer and wax shall be slip resistant.
4. Tile floor care shall consist of the following:
 - Contractor shall sweep to remove loose dirt and other materials.
 - Contractor shall wet mop all hard tile (ceramic, quarry, etc.) floors.
 - Contractor shall damp mop all resilient tile to high luster.
 - Contractor shall post safety signs indicating slip hazards and/or wet floor when buffing, damp or wet mopping.

F. Daily Cleaning Requirements for Restrooms (Fixtures)

1. Daily floor cleaning requirements shall include the following:
 - Contractor shall sweep floors to remove loose dirt and other material.
 - Contractor shall damp/wet mop and sanitize all tile and linoleum floors using a germicidal detergent solution.
 - Contractor shall maintain at all times, floors in such a manner as to promote longevity and safety.

G. Supplies

1. Contractor shall provide all towels, toilet tissue, seat covers, soap, air freshener, and feminine sanitary dispensers. No refill/extra supplies shall be stored in the area of the dispenser.
2. Contractor shall maintain a ten (10) day stock of restroom supplies.

H. Daily Finishing Touches

1. Contractor shall restore all furniture, wastepaper baskets, etc., to their original position.
2. Contractor shall report all maintenance related problems to the onsite Facilities Team. Reportable items shall include, but is not limited to:
 - Burned out lighting in hallways, closets or offices which affect the ability to clean;
 - Dripping or running faucets, leaking fixtures (such as toilets and urinals);
 - Continuously or long running flushometers;
 - Inadequate or non-flushing flushometers;
 - Carpet tears that pose a trip hazard;
 - Loose floor tiles;
 - Cracked or broken windows;
 - Door locking problems; and
 - Graffiti that cannot be cleaned and must be covered with paint.
3. Contractor shall report toilet stoppage issues after regular business hours (i.e., 5:00 p.m. on County work days; all day on nonwork days) directly to Facility Landlord 24-hour phone service.
4. Contractor shall shut off water to toilets if unable to reach Facility Landlord 24-hour phone service, if there is running water, or when directed to do so by Supervisor, Landlord or DCSS.

I. Periodic Tasks and Services

1. All monthly, quarterly, and semi-annual services shall be scheduled with DCSS Facility staff in advance of fifteen (15) days before starting services. Written notification to schedule service shall be emailed to: dcssadministrativesupport@hss.sbcounty.gov.
2. All monthly, quarterly, semi-annual and annual services will be logged into the periodic service logbook and these services require a sign-off by the site Supervisor after completion.
3. During regular working hours, service for emergency cleanup, which includes any spills or accidents, shall be provided within one (1) hour of request.
4. Contractor shall burnish all resilient tile (except LVT) to a high luster shine monthly.

J. Semi-Annual Service:

To be performed during the first thirty (30) days and every six (6) months thereafter or until Contract is terminated.

1. Contractor shall schedule with DCSS Facility staff, in advance of fifteen (15) days before starting service. Written notification to schedule service shall be emailed to: dcssadministrativesupport@hss.sbcounty.gov.

ATTACHMENT A

2. Contractor shall wash the inside of all windows. This shall include the complete removal of foreign matter on windows, ledges, and frames.
3. Contractor shall clean all baseboards and floor drains. Baseboards consist of surfaces, edges, corners and grout. Cleaning requires the removal of grime, dirt, wax build up, cleaning compound and finish residue, which builds up on the baseboards, corners, edges and grout. Pour one gallon of clear water down floor drain. (Note: CONTRACTOR shall complete a major cleanup of all hard surfaces floors this includes all baseboards, edges, corners, grout, walls, ledges, and carpeted areas within the first thirty (30) days of the Contract and three (3) months prior to the ending of the Contract). Every six (6) months thereafter, all tile/linoleum shall be scrubbed and rewaxed.
4. Contractor shall clean all carpet within the first thirty (30) days of the Contract and every six (6) months thereafter. The carpets shall be spot cleaned daily. The method of cleaning can be dry cleaned or steamed cleaned according to the preference of the client. The County prefers the dry cleaning method.

K. COVID-19 State of Emergency Services

1. Contractor shall provide custodial services as needed on an "on call" basis upon written request by County for additional daily requirements, which includes wipe down of all touch surfaces, handles, and countertops.
2. Contractor shall provide additional services to sanitize specific work area(s) upon special request by County.
3. During the COVID-19 State of Emergency, Contractor shall follow all state and local laws and policies regarding use of face coverings and personal protective equipment (PPE). In the event of a known discovery of COVID-19 exposure, Contractor and its employees must use PPE when rendering services.

II. SPECIAL REQUIREMENTS

A. Sign-In Logs and Logbook

1. Contractor shall provide and maintain a sign-in service request log at each facility. This log shall note the arrival and departure of all Contractor's staff and all occupant and/or contract specialists request for services. The person doing the work shall sign off on all requests. A separate logbook for all periodic tasks shall be used by Contractor's supervisor and shall verify completion of each tasks required by signing and dating the periodic service logs.

B. Supplies

1. Contractor shall maintain a ten (10) days' stock of restroom supplies in the custodial closet at all facilities for the term of this Contract. Contractor is required to maintain a log in each custodial closet indicating what supplies are being used and replenished.

C. Uniforms

1. Uniforms are provided by the Contractor and Contractor's employees must wear a uniform when working in the DCSS building. A uniform is defined as a clean, long or short sleeved shirt with collar (no spaghetti straps, shirts that expose stomach or midriff area, halter or tube type shirts, see through or fishnet tops), worn with pants (no midcalf, Bermuda or short pants)

accompanied by shoes that cover the entire foot (shoes or slippers with open toe or exposed heel are unacceptable) with the company name on the shirt in a conspicuous location. Jackets with a collar may be worn. The jackets shall have the company name located in a conspicuous location. All uniforms are to be of same color. Contractor is responsible for all uniforms and attire worn by custodial staff.

ATTACHMENT A

2. Contractor issued photo identification cards, along with County issued identification cards, are to be worn on the uniform while each employee is working in any County/Court facility.
3. The Contractor shall be responsible and ensure that all employees are in compliance with the uniform requirements contained in this Contract.

D. English Fluency Requirement

1. Fluency is defined as the ability to communicate (speak, read and understand) in English.
2. The ASU shall review the language skills of all persons required to be fluent in English. The criteria shall be the individual's ability to read aloud the specifications and explain the application of these requirements.
3. Failure to comply with this requirement is a material breach of the Contract and may result in termination of the Contract for default.
4. The following positions shall require Contract staff to be fluent in English:
 - Supervisors,
 - At least one daytime worker per crew (8:00 a.m. – 5:00 p.m.), and
 - Early morning workers who operate alarm systems.
5. All persons assigned to positions requiring fluency in English are subject to review by the ASU.

III. QUALITY CONTROL – PAYMENT REDUCTION

A. Purpose

It is the intent of the County to maintain all County facilities at the highest level of cleanliness. In order to achieve this, periodic inspections of the facilities are made. These inspections are intended to provide both the County and the Contractor information pertaining to the Contractor's performance at each facility.

B. Quality Control Ratings

The County may inspect Contractor's performance at any time. In the event the County determines that the Contractor's performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency orally or in writing. If given orally, County shall provide written confirmation within five (5) days. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate the Contract immediately upon written notice or remedy the deficiency and offset the cost thereof from any amounts due Contractor under this Contract or otherwise.

C. Minimum Acceptable Rating

The minimum acceptable rating for County facilities is eighty-five percent (85%). The minimum acceptable rating shall be determined by the services provided at the facility. Any Inspection Report with eight (8) or more fails will be deemed unacceptable.

D. Method of Rating

Inspection of the facilities is made on a pass/fail basis. When an inspection falls below eighty-five percent (85%), the first Cure Notice will be sent. Contractor has forty-eight (48) hours to comply. If no response is received from Contractor addressing the concern, a second Cure Notice will be sent. Failure to comply may result in termination of the Contract.

E. Payment Reduction

Failure of the Contractor to provide the required scheduled hours shall result in a payment reduction. A payment reduction will be equivalent to the number of hours service was not provided by the Contractor.

IV. SAFETY MEASURES

A. Security

Security is a great concern to the County. The Contractor is advised that failure to fully comply with the security requirements of the Contract shall result in the termination of the Contract for default.

1. All persons performing duties under the Contract shall be acceptable to the County. This shall include all owners of sole proprietorships, partnerships, joint ventures, principals of corporations and all others who might have access to County facilities without the supervision of a County employee.

Note: Children are not allowed to accompany anyone who has been cleared to enter facilities.

2. Acceptability shall be determined by:
 - District Attorney, Probation and/or Superior Court of California background investigation.
 - The County's previous experience with the individual (if applicable).
3. Only those individuals, who have been determined acceptable, have received their County issued Identification (ID) Cards and who have been designated on the Contract as the Contractor who shall be providing service to the facility, shall be allowed to work in County facilities. Individuals no longer working for the Contractor or are assigned to work in this facility shall return identification (ID) cards to County upon separation.
4. The Contractor may pay thirteen dollars and fifty cents (\$13.50) for each initial ID badge and any replacement badge thereafter. Payment shall be made in the form of a money order. The current fee for each ID badge is thirteen dollars and fifty cents (\$13.50) however; the fee for ID badges is set by individual County departments and subject to change at any time. Contractor will be responsible for and required to pay any increase in the fee.
5. Those individuals who fail a background investigation shall not be allowed to work in any County facility.
6. The Contractor's use of unauthorized personnel will result in immediate Contract termination for all approved Contractor contracts at this site and any other location Contractor provides custodial services.
7. The misuse of any County issued ID cards, Access Control Card, keys or alarm codes by the Contractor or any of the employees of the Contractor shall be considered as failure to fully comply with the security requirements of this Contract and shall be considered grounds for termination of the Contract.

B. Background Investigation

1. All personnel employed through the contracted Contractor, and working under this Contract shall undergo and pass a San Bernardino County District Attorney conducted background investigation, prior to being authorized access to any County facility.
2. Contractor shall submit a complete background check package for each employee (including any subcontractor) who will require access to County facilities.

ATTACHMENT A

3. The Contractor shall provide the following for each person requiring a background investigation:
 - a. A completed, District Attorney Authority to Release Personal Information form.
 - b. Check in the amount of fifty-eight dollars (\$58.00) payable to the San Bernardino County. Submit the complete package to the District Attorney located at 303 W. 3rd St., San Bernardino, CA.
4. The cost of the background check is currently fifty-eight dollars (\$58.00), which includes the background check and a ten dollar (\$10.00) processing fee and is required by the Department of Justice.
5. Fees are determined by the District Attorney's Office and the State of California and are subject to change at any time. Contractor will be responsible for any increase in fees.
6. Disqualifying information includes, but is not limited to the following:
 - Character / Moral Turpitude Violations,
 - Theft / Related Offenses,
 - Affiliation with Criminal Elements,
 - Felony Convictions,
 - Current (Pending) Criminal Cases,
 - Active Arrest Warrants,
 - Criminal Offender Record Information (CORI),
 - California Law Enforcement Telecommunication Systems (CLETS), and
 - Any information that would prohibit Contractor /employee access to CLETS and/or CORI as outlined by the California Department of Justice.

The District Attorney shall be notified if there is any criminal activity during employment. Any disqualifying activity by employee, the Contractor shall deem that person unacceptable and removed from employment. If the disqualifying activity is by the Contractor, the Contractor will be terminated from the Contract.

C. Keys for County Facilities

1. The keys to County Facilities are to be used for the purpose of accessing Contractor's staff to the facilities for the performance of contracted services only.
2. The Contractor may be issued a set of keys and shall assume all responsibilities for the use and return of the keys.
3. All keys issued to the Contractor shall remain the property of the County and shall be returned upon demand or the termination/expiration of the Contract. The Contractor shall be assessed One Hundred Dollars (\$100.00) for each key not returned and shall be further assessed the actual cost to rekey the facility keying system(s).
4. If any key or access control card is lost or stolen, the Contractor shall notify the ASU via phone or email (DCSSAdministrativeSupport@hss.sbcounty.gov) within twenty-four (24) hours of the loss identifying the facility for which the keys were lost; who lost the key; where they were lost; date and time loss was discovered; and what actions the Contractor has taken to prevent future losses. The Contractor is advised that the loss of some specialized keys may entail the rekeying of several facilities or facility at the Contractor's expense.

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5. Unauthorized duplication of keys to County facilities is a misdemeanor under Chapter 3, Section 469 of the California Penal Code.

D. Alarm Systems

1. The County has alarm systems in numerous facilities. In some instances there are multiple systems within a facility. The Contractor may be issued alarm codes for each site and be instructed in the correct operation of the system. It is imperative that the individual operating the alarm system be fluent in English. In the event of a life threatening emergency the Contractor shall instruct staff to use the Standard Operating Procedures for emergency response (i.e., Call 911)
2. False Alarms: Failure to operate the alarm system correctly shall result in a false alarm. The Contractor shall be responsible for all costs associated with false alarms.

E. Access Cards

Access cards are only issued to assigned person or persons. The access cards are not to be transferable and should not be surrendered to anyone. These access cards are the property of San Bernardino County and are of sensitive nature. Lost, broken or misplaced access cards are to be reported immediately to the ASU. Contractor is responsible for the safekeeping of all access cards assigned. Electronic files are kept on the usage of these cards. A charge of thirteen dollars and fifty cents (\$13.50) shall be made per lost card. Misuse of these cards shall result in the removal of person or persons from the facility

V. LOT LOCATION

Please note: The following requirements are in addition to or in place of requirements found in Section I, Cleaning Specifications.

Lot #1 SPECIAL REQUIREMENTS

| LOCATION | ADDRESS | SQUARE FOOTAGE |
|--------------------------|---|----------------|
| Loma Linda Child Support | 10417 Mountain View Avenue, Loma Linda, CA 92354 | 96,447 |

ASSURANCE OF COMPLIANCE STATEMENT**ASSURANCE OF COMPLIANCE WITH THE
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS****US Metro Group, Inc.**

(Hereinafter called the "Agency")

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 2, California Code of Regulations sections 11140-11200; 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 assistance; and HEREBY GIVES 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 AGENCY 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) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws 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 Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE_____
SIGNATUREUS Metro Group, Inc
ORGANIZATION



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 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 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 10 calendar days, proceed with Step Four.

You will be contacted within 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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Please note: Each of these steps must be completed in the sequence shown.

US METRO GROUP, INC.

| | Year 1 | Year 2 | Year 3 |
|------------------------|---------------------|---------------------|---------------------|
| Porter Services | \$ 55,593.88 | \$ 57,539.66 | \$ 59,553.55 |
| Night Crew | \$119,147.93 | \$123,318.11 | \$127,634.24 |
| Supplies | \$ 17,057.59 | \$ 17,654.61 | \$ 18,272.52 |
| Floors | \$ 3,537.20 | \$ 3,661.00 | \$ 3,789.13 |
| Carpets | \$ 2,829.76 | \$ 2,928.80 | \$ 3,031.31 |
| <hr/> | | | |
| TOTALS | \$198,166.36 | \$205,102.18 | \$212,280.75 |



www.SBCounty.gov

Privacy and Security Training For Custodial, Phlebotomist and Security Contractors

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 DCSS Vendors and 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 San Bernardino County Human Services (HS) to implement 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. A violation of confidentiality is punishable under civil and criminal law and may include a monetary fine and/or imprisonment.

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,
- Driver 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.

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 Privacy and Security Training Acknowledgement (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 provide annual refresher training or three (3) 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.

Note: A copy of the signed Privacy and Security Training Acknowledgement must be maintained by the Contractor for 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 (ID) 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.

Incident Reporting

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

- Lost information,
- Stolen information,
- Missent information, and
- Unauthorized access or disclosure.

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.

Contact and Resource Information

For questions, concerns or to report a situation of possible noncompliance, please contact your supervisor/manager and they will contact the DCSS Administrative Services Unit via email at: DCSSAdministrativeSupport@hss.sbcounty.gov.



Child Support Services

San Bernardino County
Department of Child Support Services
Privacy and Security Training Acknowledgement

I, _____, acknowledge that I have read and understand
(Please Print Legibly)

San Bernardino County Department of Child Support Services Privacy and Security Training for Contracted Service Providers. I agree to comply with the terms and requirements contained therein regarding the privacy and security safeguards of Personally Identifiable Information (PII) and agree to not disclose any information acquired in the course of my assigned duties to unauthorized persons. I understand that violation of these requirements may result in disciplinary action, up to and including termination of employment, as well as civil and criminal liability.

Contractor's Employee Signature

Date

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

Contractor's Supervisor (Please Print)

Contractor's Supervisor Phone No.

Contractor's Supervisor Signature

Date

cc: Contractors' employee
DCSSLStaffDevelopment@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