



**Contract Number**

**SAP Number**  
4400026886

## Department of Child Support Services

<b>Department Contract Representative</b>	Melynda Paredes
<b>Telephone Number</b>	(909) 386-8007
<b>Contractor</b>	Team Legal, Inc.
<b>Contractor Representative</b>	Sean P. O'Connell
<b>Telephone Number</b>	(661) 312-6058
<b>Contract Term</b>	January 28, 2025 through January 31, 2028
<b>Original Contract Amount</b>	\$1,800,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$1,800,000
<b>Cost Center</b>	4521401000
<b>Grant Number (if applicable)</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to designate a contractor of choice to Service of Process services, as further described in a statement of work (the "Services"); and

**WHEREAS**, the County conducted a competitive process to find Team Legal, Inc. (Contractor) qualified 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 Service of Process 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:

## TABLE OF CONTENTS

A. DEFINITIONS .....	3
B. CONTRACTOR RESPONSIBILITIES.....	5
C. GENERAL CONTRACT REQUIREMENTS .....	7
D. TERM OF CONTRACT .....	177
E. COUNTY RESPONSIBILITIES.....	18
F. FISCAL PROVISIONS.....	188
G. INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	19
H. RIGHT TO MONITOR AND AUDIT .....	222
I. CORRECTION OF PERFORMANCE DEFICIENCIES .....	233
J. RESERVED.....	ERROR! BOOKMARK NOT DEFINED.
K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS.....	24
L. NOTICES.....	255
M. ENTIRE AGREEMENT .....	255

### ATTACHMENTS

- A. COMPLAINT AND GRIEVANCE PROCEDURE
- B. ASSURANCE OF COMPLIANCE
- C. RESERVED
- D. RESERVED
- E. FEE SCHEDULE
- F. RESERVED
- G. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)
- H. PROCESS SERVICE SPECIFICATIONS
- I. PRIVACY AND SECURITY TRAINING FOR CONTRACTORS AND SERVICE PROVIDERS
- J. CONFIDENTIALITY STATEMENT

## A. DEFINITIONS

1. **Board** – The San Bernardino County Board of Supervisors.
2. **Contract** – The legal agreement between the County and the Contractor.
3. **Contractor** – Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
4. **County** – As used throughout this document, including its possessive form (County's), refers to San Bernardino County.
5. **Declaration of Due Diligence** – Document detailing and attesting to every attempt the agency made to locate the party named of the purpose of the personal service of a summons, Order to Show Cause, or other legal notice.
6. **Declaration of Unsuccessful Service** – A signed declaration provided to DCSS detailing and attesting to all reasonable attempts at personal service that were unsuccessful, as defined by this contract.
7. **Department of Child Support Services (DCSS)** – The Human Services department that provides assistance to families in meeting their obligation to provide financial and medical support for their children. The department administers all services and performs all functions necessary to locate parents; establish paternity; establish, enforce, and modify support orders; and collect and distribute support.
8. **E-Deliver/E-Filing** – A system which allows the electronic transmission of legal documents to courts or other entities for filing.
9. **Fee for Service** – An agreement to pay a specified price for e delivery of specific services.
10. **Field Service** – Personal delivery of court documents to the intended recipient or other person as authorized by law.
11. **Human Services** – 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.
12. **In-Field Locate** – Contractor develops new, full delivery information that was not provided by County and results in a successful service, or at a minimum, a service attempt. This does not include discovering new information from the County provided address based on a reasonable inquiry required for the service attempt as described in Process Service Specifications (Attachment H, Paragraph C), nor does it include a preservice attempt at verification of an address where corrections are made that are not substantive (e.g., East Main Avenue v. West Main Street or Apartment B v. Apartment D).
13. **Order to Show Cause (OSC)** – An order to appear as directed and present to the Court reasons why a particular order should or should not be made.
14. **Party** – The person or entity that is the subject of the requested service of documents.
15. **Personal Service** – Actual delivery of the summons, OSC, or other legal documents to the person or entity to which it is directed.
16. **Process Server** – A person authorized by law or by a court to formally deliver documents such as summons, complaints, subpoenas, writs, and other court pleadings to a defendant or respondent. The process server usually served the documents in accordance with the legislation in the area of service.
17. **Proof of Service** – Document that serves as the official or legal receipt confirming the personal service or substituted service of the summons, OSC, or other legal documents to the person or entity to which it is directed.

18. **Rush/Priority Service** – The County provides the Contractor with written instructions that the service packet must be served within twenty-four (24) hours of receipt from DCSS. The written instructions/authorization for these requests must be included with packet submission.
19. **Service Attempt** – Any attempt to deliver a summons, Order to Show Cause, or other legal documents to the person to be served. It includes making a reasonable inquiry with family members other occupants of a residence, neighbors, apartment managers, and current/former employers as to the whereabouts of the person to be served.
20. **Service Documentation (Field Notes)** – Notes or other documentation of a service attempt that must be legible, clearly documented, and able to withstand a legal challenge.
21. **Service of Process** – The delivery of copies of legal documents such as summons, complaints, subpoenas, orders to show cause, writs, notices to quit the premises, and certain other documents. Delivery is usually made by personal delivery to the defendant or other person to whom the documents are directed.
22. **Service Packet** – The totality of supporting documents to a legal action to be delivered personally to the person to be served.
23. **Services** – The required services described in this Contract.
24. **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.
25. **Substituted Service** – Delivery of a summons or other legal notice to an alternate person when the intended person is not directly served within three (3) diligent attempts at personal service with reasonable due diligence. Must be clearly documented in Field Notes.
26. **Successful Service** – The formal and timely delivery of a summons or other legal notice to the person to be served.
27. **Summons and Complaint** – A Summons is a notice to a defendant that a legal action against him or her has been commenced in the court issuing the summons, and that a judgment will be taken against him or her if the complaint is not answered within a certain period of time. The Complaint contains a complainant's statement(s) of an unresolved dispute and request for resolution.
28. **Unsuccessful Service** – This occurs when the process server is unable to complete the service of documents after making the required reasonable attempts. Examples include the defendant being unavailable at the given address or a Bad Address.
29. **Bad Address – Preservice** – An address identified as unserviceable after a preservice attempt inquiry of readily available online resources (e.g., Google Maps, MapQuest, U.S. Post Office [address does not exist]) and checking Contractor's in house database of bad addresses (e.g., known County government buildings or other federal, state or local municipality government addresses where service of process is prevented).
30. **Bad Address – Attempted** – An address that was not previously identified as unserviceable, but during attempted service discovered that it was not a good address for the defendant either because the address no longer exists, or the current resident states that the defendant is unknown to them and does not live there.
31. **Multiple Cases** – County provides multiple documents for multiple cases for the same defendant to be served on the same date and same time by the same process server
32. **Multiple Defendants/Adult Guardian/Adult** – County provides Contractor with documents to serve more than one person at the same address.
33. **Recall of Documents** – County recalls the documents to be served within the thirty (30) day period.
34. **Remote Area Service** – Service of process in hard to reach or rural locations where additional fees may apply due to limited server availability or high travel costs

35. **Special Handling Fee** – This fee applies when the Contractor is required, in writing, to perform a specific or special task to effect service that falls outside the normal serving process (e.g., the County requests that service be completed on a specific day or at a specific time at a nonresidential location).
36. **Standby/Wait Time Fee** – This fee applies when the process server is required to wait onsite beyond the initial arrival time for the individual to be served or for an action to be completed. Standby time begins after the first fifteen (15) minutes and is billed as specified in the contract.

## **B. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

1. Maintain adequate files and records and meet statistical reporting requirements.
2. Provide administrative and fiscal management of the services and ensure an adequate audit trail of all process services actions.
3. Maintain a secure database that is updated daily. The secure database must document the current status of Service of Process for each packet and include the ability to view Adobe PDF formatted files of Proof of Service, Declaration of Due Diligence, and Declaration of Unsuccessful Service documents. The secure database must be searchable at a minimum by name or case reference number.
4. Meet established specifications and service deadlines as described in Process Service Specifications (Attachment H).
5. Maintain licenses and bonds required to perform said services and utilize process servers who are certified, registered, bonded, or otherwise qualified to perform said services within the process server's state or jurisdiction of operation. Contractor shall maintain records of required insurance, licenses, and credentials for business entity, and for all subject employees or independent contractors, which are current at all times and accessible to County for inspection.
6. Comply with relevant laws and regulations pertaining to Service of Process. The following code sections outline relevant State of California regulations that pertain to the services being requested by DCSS. The codes are included for informational and reference purposes only and set forth some of the minimum requirements that must be adhered to by the Contractor. This list is presented as a guide for Contractor and is not to be considered an all-inclusive list, nor shall it be considered legal advice.
  - a. Penal Code §470
  - b. Business and Professions Code §22350-22360
  - c. Family Code § 17430, 17430(c), 17404(e)(4)
  - d. Code of Federal Regulations (CFR). 32 CFR § 720.20 Government Code § 6064
  - e. Code of Civil Procedure § 262.2, 413.20-417.40, 583.210, 680.330, 687.040, 687.050, 706.108, 708.110, 708.120, 715.040, 1011, 1013, 1013a, 1073, 1987
  - f. Welfare and Institutions Code § 903, 903.1, 903.45, Rules of Court §2.150(a) and (b)
7. Make a minimum of three (3) attempts at personal service prior to attempting any substituted service. First attempt at personal service must be within ten (10) calendar days of Contractor's receipt of the service request.

Each service attempt must be documented, indicating the date, time, and complete address where the service was attempted. The following due diligence requirements must be adhered to for service attempts and are also required prior to submitting for Unsuccessful Service:

- a. At least one (1) attempted service at the residence must occur no earlier than 8:00 a.m.
- b. At least one (1) attempted service at the residence must occur after 5:00 p.m.
- c. At least one (1) additional attempted service at the residence between the hours of 8:00 a.m. and 8:00 p.m.

- d. Service attempts may also occur prior to 8:00 a.m. and after 8:00 p.m. at the defendant's place of employment or other locations that are not listed as their residence.
8. Provide Proof(s) of Service within ten (10) calendar days of service.
- Substituted service must be clearly documented in Field Notes. Service packet may be substituted served by leaving a copy at the named party's home (usual place of abode), business, employer, or mailing address (not to include a post office box) with an identified competent member of the household or person in charge at a place of business. The identified competent individual must be at least eighteen (18) years of age. Contractor must mail a copy of service packet to the address of the intended person where subservice was completed within five (5) business days to complete the subservice. Contractor must complete a legally sufficient Declaration of Due Diligence and submit to DCSS.
9. Provide Declarations of Unsuccessful Service signed by the process server within ten (10) calendar days of last unsuccessful service attempt, indicating all unsuccessful service attempts. The following are examples of the language required on the declarations:
- On [date and time], [process server name] attempted service on the stated Party to the action. Server was informed by current resident [resident's name and description] that the Party does not reside at the stated address. The whereabouts of the Party is unknown.
  - [Process server name] attempted service on [date and time of attempt] at stated address. Stated address is a Rehab Center [name of business], and server was informed that it is against company policy to confirm or deny information regarding residents. Service of Process could not be affected and was deemed unsuccessful.
  - [Process server name] attempted service on [list the dates and times of attempts made] at stated address; there was not response. After multiple attempts, Service of Process was deemed unsuccessful.
  - [Process server name] attempted service on [date and time of attempt] at stated address. There was no response. Server was able to view through windows that there were no furnishings inside the residence. The stated address is visibly vacant. Service of Process was deemed unsuccessful.
10. Ensure that the process server or other competent witness shall testify as an expert witness in a court hearing or deposition as needed at no additional charge/cost to the County.
11. Original Declarations of Unsuccessful Service are to be delivered to DCSS in person at a minimum of two (2) times per week when not delivered electronically.
12. Manage and provide timely services for the large numbers of requests for Service of Process. Contractor shall notify DCSS within twenty-four (24) hours of any requests that cannot be sent out for service as requested.
13. Receive service request documents in electronic form, assemble service packets from stock forms, and provide the Proof of Service, Declaration of Due Diligence or Declaration of Unsuccessful Service in electronic form to the County. Contractor shall provide daily confirmation of the requests and documents received for Service of Process to the County.

For Rush/Priority Service(s) and Special Handling the written instructions/authorization from the County must be included with the submitted documents. Verbal instructions given to the Contractor must be confirmed via email and submitted with documents. The Declaration and/or Proof of Service must be provided to the County within three (3) business days of personal service or last attempt.

The County can request a process server to wait onsite beyond the initial arrival time. Standby time begins after the first fifteen (15) minutes and DCSS will provide written instructions and approval for a specific wait time when requesting. The wait time must be documented in the Field Notes and a copy of the written approval must be submitted with the final packet/documents submitted.

14. Pick up printed service packets and deliver legally sufficient completed packets to approved DCSS locations. Allow County staff to audit the assembly of service requests with documents to be served at the Contractor's location.
15. Provide accurate batch billing at the contracted rate. Charge a flat rate for each service type according to the Fee Schedule (Attachment E). All rates are all inclusive rates that include all costs, fees, administrative charges, and overhead.

Any Remote Area Service Fee must be authorized by DCSS prior to service. This authorization must be included in the submission documents.
16. Use Service of Process forms and declarations as approved by the California Judicial Council, Judicial Council rules, and California regulations (<https://www.courts.ca.gov/forms.htm>). Other legally valid forms may be used in accordance with the California Rules of Court and with review and approval of County's Counsel.
17. Provide Service of Process throughout the United States, its territories, and internationally as requested.
18. Provide online access to Contractor's database for designated County staff.
19. Email DCSS daily, the daily download index from the state e-file system.
20. Meet with the County monthly via teleconference to provide status and invoice updates. Teleconference schedule will be mutually agreed upon between the Contractor and the County.

#### 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 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 protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for



statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Privacy and Security Training for Contractors and Service Providers (Attachment I) 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 at Attachment I are hereby incorporated by this reference.

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

Contractor certifies that it and its principals and subcontractors:

- a. Are not presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-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-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 work place, 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 work place 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 post-consumer 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.

Contractor must be licensed and bonded to perform Services and utilize process servers who are certified, registered, bonded, or otherwise qualified to perform said services within the process server's state or jurisdiction of operation. Contractor shall maintain records of required insurance,

licenses, and credentials for business entity, and for all subject employees or independent contractors, which are current at all times and accessible to County for inspection.

25. **Material Misstatement/Misrepresentation** – If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
26. **Mutual Covenants** – The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.
27. **Nondisclosure** – Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

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

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

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

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

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

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

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

For any subcontractor, Contractor shall:

- a. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- b. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- c. Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

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

38. **Subpoena** – In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following

receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

39. **Termination for Convenience** – The County reserves the right to terminate the Contract for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
40. **Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.
41. **Venue** – The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.
42. **Conflict of Interest** – Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
43. **Former County Administrative Officials** – Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five 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 San Bernardino County Child Support Services Complaint and Grievance Procedure (Attachment A) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

52. **Contractor Board of Directors' Meetings** – Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

53. **Child Abuse Reporting** – Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
- c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

54. **Reserved.**

55. **Reserved.**

56. **Pro-Children Act of 1994** – Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

57. **Americans with Disabilities Act** – Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

58. **Public Accessibility** – Contractor shall ensure that Services provided are accessible by public transportation.

59. **Reserved.**

60. **Reserved.**

61. **Ownership Tools** – The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

62. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the



reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- 63. Order of Precedence** – In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:
- a. This Contract;
  - b. Attachments to this Contract, as indicated herein; and
  - c. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- 64. Reserved.**
- 65. Supersedes Prior Agreements** – This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- 66. Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.
- 67. Campaign Contribution Disclosure (SB 1439)** – Contractor has disclosed to the County using Attachment G – Campaign Contribution Disclosure (AB 1439), whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of contractor.

## **D. TERM OF CONTRACT**

1. This Contract is effective as of January 28, 2025 and expires January 31, 2028 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two (2) additional one-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 uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
4. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **E. COUNTY RESPONSIBILITIES**

County shall:

1. Designate primary and back up DCSS staff members as contacts for Contractor.
2. Designate a coordinator to work with Contractor's designated staff for the purpose of checking on status of receipt of documents, accounts payable, and/or other information required.
3. Provide Contractor any changes in primary DCSS contact and/or coordinator within five (5) business days.
4. Provide Contractor all required forms and handbooks necessary to complete the service packet.
5. Notify the Contractor within two (2) business days of any cancellation of service sent by DCSS and received by the Contractor.
6. Notify the Contractor within five (5) business days of receiving any returns from the Sheriff's Office or Facilities, in which the Contractor sent the documents for service.
7. Notify the Contractor of any deductions to invoice within fifteen (15) days after payment has been processed by providing a line item detail.
8. Provide the Contractor with written instructions for any Special Handling that falls outside the normal serving process or Rush/Priority Service that must be served within a twenty-four (24) hour period.

#### **F. FISCAL PROVISIONS**

1. The maximum amount of payment under this Contract shall not exceed \$1,800,000, of which \$1,188,000 may be 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. Invoices shall be issued with a net sixty (60) day payment term with corresponding SAP Contract and/or Purchase Order number stated on the invoice.

Contractor shall be compensated on a fee-for-service basis; after submitting the required invoice and the County has deemed the service(s) completed satisfactorily, based on the rates identified in the Fee Schedule (Attachment E). Payment will only be for services authorized and approved by DCSS and satisfactorily delivered by Contractor as determined by DCSS.

Contractor shall submit an invoice biweekly on the Friday following the two (2) week service period (i.e., service dates: 9/1/2024-9/14/2024, invoice to be provided by 9/20/2024) to DCSS Fiscal at [DCSSfiscal@hss.sbcounty.gov](mailto:DCSSfiscal@hss.sbcounty.gov) and/or one (1) additional designation as specified by the county.

Contractor shall make invoices available in electronic spreadsheet form compatible with Microsoft Office Excel, version 2007 or later, in an invoice format approved by the County to include:

- a. Child Support Enforcement system number
  - b. Court case number
  - c. Server Name
  - d. Service Document Type
  - e. Defendant
  - f. Service Address (including street address, city, state, zip code, and county)
  - g. Service Type
  - h. Date Service Received (packet or download)
  - i. Cancellation date
  - j. Cancellation by whom
  - k. Total number of attempts
  - l. Date and time of first attempt
  - m. Number of days to first attempt
  - n. Date and time of second attempt
  - o. Date and time of third attempt
  - p. Date of Service (completion)
  - q. Number of days from service completion to Declaration back to client
  - r. Date document returned to County
  - s. Fee (per Attachment E)
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
  4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
  5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
  6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
  7. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
  8. Reserved.
  9. Reserved.
  10. Reserved.
  11. Reserved.

## **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 non-contributory 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 \$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 \$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) \$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.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits.

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- f. Reserved.
- g. Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- h. Reserved.

## **H. RIGHT TO MONITOR AND AUDIT**

1. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
2. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, state and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made

available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$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 \$750,000 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&rqn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rqn=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: 93.563 Title: Child Support Enforcement

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	Team Legal, Inc.
UEI	KM78TZB5CNW3
FAIN	2401CACSES

#### **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 non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or

- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
4. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**J. RESERVED.**

**K. EQUAL EMPLOYMENT/EMPLOYMENT DISCRIMINATION/CIVIL RIGHTS**

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

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement (Attachment B) annually.
4. Reserved.
5. Reserved.



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

#### **L. NOTICES**

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

San Bernardino County  
Human Services - Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515  
Facsimile: (909) 387-2900  
Email: [hsasdcontractsunit@hss.sbcounty.gov](mailto:hsasdcontractsunit@hss.sbcounty.gov)

Team Legal, Inc.  
25876 The Old Road  
Suite 314  
Valencia, CA 91381  
Facsimile: (661) 255-7484  
Email: [Sean@TeamLegalInc.com](mailto:Sean@TeamLegalInc.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

Team Legal, Inc.

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_ Sean O'Connell  
(Print or type name of person signing contract)

Title \_\_\_\_\_ Director of Marketing and Client Relations  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_ 25876 The Old Road, Suite 314  
\_\_\_\_\_  
Valencia, CA 91381

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Ramona Verduzco, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_  
Patty Steven, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Amy Coughlin, Director

Date \_\_\_\_\_



## Child Support Services

### COMPLAINT AND GRIEVANCE PROCEDURE NOTICE

**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.

#### **STEP ONE:**

Write down your complaint or grievance and talk to your department contact. Keep a copy for yourself and write down the date you talked to your department contact and the contact's name.

- 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 a copy of the written complaint or grievance you submitted to your department contact to: **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 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

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.



## 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 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.

### STEP ONE:

Write down your complaint or grievance and talk to your department contact. Keep a copy for yourself and write down the date you talked to your department contact and the contact's name.

- 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 a copy of the written complaint or grievance you submitted to your department contact to: **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 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

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

**ASSURANCE OF COMPLIANCE STATEMENT****ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS****TEAM LEGAL, 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\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TEAM LEGAL, INC.  
ORGANIZATION

RESERVED

THIS PAGE INTENTIONALLY

LEFT BLANK

RESERVED

THIS PAGE INTENTIONALLY

LEFT BLANK



## FEE SCHEDULE

Agency Name: Team Legal, Inc

<b>A. Standard Service Fee (one flat fee per address)</b>	<b>Successful Service</b> (Personal Serve/Substitute Service)	<b>Unsuccessful Serves</b> (Unavailable at given address or Bad Address - Attempted)	<b>Locate Services</b> (In-field locate to verify a bad address, or Inmate status)	<b>Remote Area Fee**</b> (Only applicable with prior approval)
<b>Within San Bernardino County</b> (throughout San Bernardino County)	<b>\$50.00</b>	<b>\$50.00</b>	<b>\$15.00</b>	<b>**</b>
<b>Four Surrounding Counties</b> (Los Angeles, Riverside, San Diego, Orange County)	<b>\$50.00</b>	<b>\$50.00</b>	<b>\$15.00</b>	<b>**</b>
<b>All other California Counties</b> (anything not listed above)	<b>\$75.00</b>	<b>\$75.00</b>	<b>\$20.00</b>	<b>**</b>
<b>Nationally • states outside and territories outside of California</b>	<b>\$120.00</b>	<b>\$120.00</b>	<b>\$30.00</b>	<b>**</b>
<b>Rush/Priority Service • plus standard service rate fee</b>	<b>\$25.00</b>	<b>\$25.00</b>	<b>0.00</b>	<b>**</b>
<b>Standby/Wait Time Service • plus standard service rate fee</b>	<b>\$55.00 per hour</b>	<b>\$55.00 per hour</b>	<b>0.00</b>	<b>**</b>
<b>Special Handling • plus standard service rate</b>	<b>\$35.00</b>	<b>\$35.00</b>	<b>0.00</b>	<b>**</b>
<b>Multiple Defendants/Adult • Guardian - Adult</b>	<b><u>Additional \$25 each for second and third defendants</u></b>			
<b>Multiple Cases</b>	<b><u>Additional \$25 for each subsequent case submitted</u></b>			
<b>Recall of Documents • County recalls the documents within 30 days</b>	<b><u>No charge prior to attempts made. Fees per above if attempts have been made.</u></b>			
<b>Bad Address • Pre-Service</b>	<b><u>No charge prior to attempts made</u></b>			
<b>OPTIONAL SERVICES</b>				
<b>International (Hague Convention Countries)</b>	<b><i>Quoted on a case by case basis</i></b>			<b>**</b>
<b>International (Nonmember Countries)</b>	<b><i>Quoted on a case by case basis</i></b>			<b>**</b>
<b>Investigative Services</b>	<b><i>\$55.00 per hour</i></b>			<b>**</b>

The above Standard Service rates shall be all inclusive costs for successful Proofs of Service, Substituted Proofs of Service, Declarations of Unsuccessful Service or Declarations of Due Diligence.

Contractor agrees to accept the specified compensation upon grant of contract as full remuneration for performing all services and furnishing all staffing and materials required.

This fee shall include all services and incidentals, including, but not limited to insurance, reports, and postage unless itemized.

Once contract is granted, rates will not be subject to change without showing undue hardship, and such rate changes will be considered once or at the time of contract renewal or extension.

**\*\*Rural/Remote fees:** Will apply to select rural/remote service locations - See Potential Rural/Remote Zip Code Service Grid below. Fees will range from \$25 to \$200 depending on the remote nature of the service request and are completed on a "cost only" basis with no additional profit for agency. The rural fees WILL NOT be charged without prior written consent/authorization from the requesting DCSS staff member. A copy of said consent/authorization will be attached to subsequent invoice for proof to accounting.

### SAN BERNARDINO COUNTY POTENTIAL RURAL/REMOTE ZIP CODE GRID

922242	Earp	92267	Black Meadow Landing
92267	Parker Dam	92268	Rimrock
92280	Blythe	92280	Vidal
92280	Vidal Junction	92285	Johnson Valley
92285	Landers	92304	Amboy
92304	Cadiz	92305	Angelus Oaks
92305	Seven Oaks	92309	Baker
92309	Kelso	92310	Fort Irwin
92323	Cima	92332	Essex
32332	Goffs	92338	Ludlow
92338	Newberry Springs	92339	Fallsvale
92339	Forest Falls	92341	Green Valley Lake
92341	Helendale	92342	Silver Lake
92347	Lockhart	92356	Lucerne Valley
92359	Mountain Home Villages	92363	Chemehuevi
92363	Chemehuevi Valley	92363	Havasu Lake
92363	Needles	92364	Baker
92364	Nipton	92365	Newberry Springs
92366	Mountain Pass	92382	Running Springs
92397	Wrightwood	93558	Johannesburg
93558	Red Mountain	93562	Argus
93562	Ballarat	93562	Pioneer Point
93562	Trona	93592	Trona

RESERVED

THIS PAGE INTENTIONALLY

LEFT BLANK



## ATTACHMENT G

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

Company Name	Relationship
NOT APPLICABLE	NOT APPLICABLE
NOT APPLICABLE	NOT APPLICABLE

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months)
TEAM LEGAL, INC.	VINCENT BATZA	NOT APPLICABLE
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

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

Company Name	Subcontractor(s):	Principal and/or Agent(s):
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE
NOT APPLICABLE	NOT APPLICABLE	NOT APPLICABLE

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

Company Name	Individual(s) Name
NOT APPLICABLE	NOT APPLICABLE
NOT APPLICABLE	NOT APPLICABLE

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors within the prior twelve (12) months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while award of this Contract is being considered and for twelve (12) months after a final decision by the County.

**PROCESS SERVICE SPECIFICATIONS****A. E-Filing/Technological Requirements:**

1. Contractor is required to transfer files from state e-file system within seven (7) calendar days and provide DCSS with an emailed copy of the daily index download.
2. Contractor is required to print, sort, and assemble packets with an estimated volume of approximately, but not limited to between 5,800 to 6,800 double sided pages per week. DCSS will train Contractor in the proper assembly of a delivered packet.
3. Contractor must have high quality, high volume printers, and copiers.
4. Contractor must have internet access with ability to download files from a password protected HTTPS server.
5. Contractor must have adequate computer hardware and software resources that include a secure database program which can store and track service of process activity, documents, and non-deliverable "bad" addresses.
6. Contractor must have email communication capability so that DCSS staff can receive inquiries and forward queries regarding the status of specific service of process. The Contractor must respond to DCSS inquiries within twenty-four (24) business hours.
7. Contractor must have and maintain secure database that is updated daily. The secure database must document the current status of service of process for each packet and include the ability to view Adobe PDF formatted files of Proofs of Service and Declarations. The secure website must be searchable at a minimum by name or case reference number.
8. If Contractor does not have office coverage during normal business hours (8 a.m. to 5 p.m.), Contractor must be reachable by either cell phone or by pager during normal business hours.

**B. Service Packet Requirements (Non-E-Delivery)**

1. DCSS will supply master service packets. Contractor will be required to maintain copies.
2. Contractor is responsible for ensuring all required state forms and handbooks are included in the packet and in designated order.
3. The packet must be assembled in proper format. The substituted service packet is the responsibility of the Contractor to print, copy, and mail.
4. Proof of Service and Declarations of Due Diligence and Declarations of Unsuccessful Service not received electronically shall be digitized (scanned) and made available in electronic form for e-delivery to DCSS and/or on the Contractor's secure website.

**C. Procedural Requirements**

1. Contractor will perform field service of civil and criminal legal documents, including, but not limited to, subpoenas; orders to show cause; and summons and complaints. Preservice attempt telephone calls do not constitute field service or a service attempt.
2. Two (2) original Proofs of Service are to be provided to DCSS no later than thirty (30) calendar days for service within California, and forty (40) calendar days for service outside the state of California, from the date of service (Contract Section B.8). The Proofs of Service require original signatures of the process server. If electronic signatures are submitted, they are to be unique to the declarant, capable of verification, under sole control of the declarant, and linked to data in such a manner that if the data were changed, the electronic signature would be invalidated. The process server signature requirement cannot be delegated or assigned to any other person.
3. First attempt at personal service must be within ten (10) calendar days of Contractor's receipt of the service request. The department requests that every effort be made to complete the first attempt as early as possible unless otherwise noted on service request. Dates of all service attempts must be documented on Field Notes and Declarations of Due Diligence. Contractor shall continue attempts at service until:

- a. Documents are served in accordance with the service request.
  - b. Time for service has expired.
  - c. Contractor has determined that further attempts at service address supplied by DCSS or obtained by Contractor would be futile.
  - d. When there is no requirement for diligence to be performed, by jurisdiction where service will take place. A declaration citing the code and signed by the server shall be included instead of a declaration of diligence.
4. The service of process is to be completed in accordance with Section B, Paragraphs 7 and 8 under Contractor Responsibilities. Each attempt to serve, the Contractor will perform a reasonable inquiry to verify address, including checking readily available Internet sources and internal Contractor databases, prior to service attempt. When making a service attempt, a reasonable inquiry will also include speaking with other household residents/co-occupants, neighbors, apartment/resident managers, current and former employers, or inquiring of coworkers if at a business location.
  5. The time period for service does not expire after the first three (3) attempts of personal service. If a service is unsuccessful in the first three (3) days of attempted personal service, Contractor shall continue further attempts at personal or substituted service for the remaining time period, unless Contractor deems further attempts would be futile.
  6. For successful serves, Contractor will provide valid Proofs of Service or Subservice (two (2) copies with original signatures from the process server).
  7. If all service attempts have been unsuccessful, the Contractor will provide a Declaration of Unsuccessful Service (one (1) original required) detailing all attempts of service within allowed thirty (30) day timeframe. If Service cannot be attempted due to a bad or incomplete address, or if the service attempts result in an unsuccessful serve, the service packet is to be returned immediately to DCSS.
  8. In the event of a delay, for due diligence, Contractor will refer to Section C.28 General Contract Requirements Notice of Delay. When a process server is deceased, unresponsive, unavailable or Contractor cannot locate a process server in the area, Contractor will notify the County within twenty-four (24) hours (No Declaration should be provided to DCSS).
  9. Delivery of all Proofs of Service, Declarations of Due Diligence, and Declarations of Unsuccessful Service must comply with Section B. 8-11, Contractors Responsibilities.
  10. Non-E-Delivered Proofs of Service must be on the approved California Judicial Council form. Other forms may not be used without prior review and approval of County's Counsel.

#### **D. Legal Requirements**

1. Contractor, whenever possible, will attempt and perform personal service by delivery of the service documents to the individual or entity designated on the service instructions.
2. Where personal service is accomplished, it must be documented in a Proof of Service on a California Judicial Council form ready to file in court. The Proof of Service must meet all existing legal requirements, including, but not limited to, the following: identify documents served; name of the person served; name of the person or entity served; the time, date, location, and manner of service; signature and date by the service agent, stating the county in which he/she is registered and his/her registration number. Signature cannot be delegated or assigned to any other person. DCSS shall be provided with two (2) Proofs of Service that have original signatures.
3. Contractor understands and agrees that authority to sign a Proof of Service or Declarations cannot be delegated or assigned to any other person than the person who actually performed the service. Contractor shall submit to the County only Proofs of Service signed by the agent who has performed the service.



4. DCSS reserves the right, upon five (5) day notice, to exclude specific employees, agents, or subcontractors of the Contractor from being used to serve County documents when the County determines the exercise of such right to be in the best interest of DCSS.
5. Where personal service is not possible, Contractor will attempt substituted service on the individual named, which will include the following steps:
  - a. The service packet will be left at the named individual's dwelling house ("usual place of abode"), usual place of business, or usual mailing address (other than a United States Postal Service mailbox).
  - b. The service packet will be left with an identified competent member of the household or person apparently in charge of his/her office or place of business [specify name and/or relationship of person receiving notice], at least 18 years old, who shall be informed of the contents thereof.
  - c. Thereafter, a second copy of the service packet is to be mailed (first class mail, postage prepaid) to the named individual at the place where the copies were left, within five (5) days of subserving.
  - d. All substituted services will be accompanied by a valid proof of service, with an attached Declaration of Due Diligence documenting that service was attempted on three (3) different days at three (3) different times of day. Thereafter, the Proof of Service or Declaration must evidence a subsequent mailing to the address where the substituted service was performed.
6. Where service of process is deemed unsuccessful within thirty (30) calendar days of receipt of the service documents, Contractor shall prepare a Declaration of Unsuccessful Service. The Declaration of Unsuccessful Service must be signed under penalty of perjury by the individual who attempted service of the documents and will include the following information:
  - a. Superior Court Case Caption.
  - b. Title of the documents received for service.
  - c. Location (home or business address) where attempt was made.
  - d. Date and time of the attempted service.
  - e. Name and signature of the Process Server who attempted service.

Residential addresses previously identified as a Bad Address will only remain classified as such for ninety (90) days. However, if DCSS specifies in the special instructions that the address has been re-verified within that period, the ninety (90) day limitation does not apply.

If service of Process is completed by Sheriff or it is a facility service, the noted timeframes do not apply, but this information must be provided to DCSS with the next biweekly data



[www.SBCounty.gov](http://www.SBCounty.gov)

**Child Support Services**

## **Privacy and Security Training For Contractors and Service Providers**

## Introduction

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

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

### If You Violate DCSS Confidentiality Policies:

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

### Personally Identifiable Information (PII)

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

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

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

## Information Assets

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

## Sources of Information Assets

Digital sources include, but are not limited to:

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

Physical sources include, but are not limited to:

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

## Privacy and Security Overview

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

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

## Privacy Training Requirements

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

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

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

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

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

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

## Badges

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

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

## Inadvertent Disclosure

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

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

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

## Incident Reporting

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

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

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

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

## You Should Always:

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

**You Should Never:**

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

**Agreement to Terms**

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

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

*"Information Security is Everyone's Responsibility."*

**Contact Information**

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

[DCSSAdministrativeSupport@hss.sbcounty.gov](mailto:DCSSAdministrativeSupport@hss.sbcounty.gov).

**This concludes the Information Security Training.**



Child Support Services

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

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

---

 PRINT FULL NAME (Print Legibly)

---

 SIGNATURE

---

 PRINT EMPLOYER FULL NAME

---

 DATE

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

---

 Contractor's Supervisor (Print Legibly)

---

 ( ) Contractor's Supervisor Phone No.

---

 Contractor's Supervisor Signature

---

 Date

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



**CONFIDENTIALITY STATEMENT**

DCSS 0593 (03/29/06)

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

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

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

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

***READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW***

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

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

\_\_\_\_\_  
PRINT FULL NAME\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT EMPLOYER'S FULL NAME\_\_\_\_\_  
DATE