



**Contract Number**

**SAP Number**

## County Administrative Office

**Department Contract Representative  
Telephone Number**

**Matthew Erickson**  
**387-5423**

**Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center**

**Chung & Ignacio, LLP**  
**Eric Chung**  
**909-652-3022**  
**July 1, 2023 to June 30, 2028**  
**\$843,300**  
**\$843,300**  
**1250001000**

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to enter into a contractual Agreement for the provision of specialized legal representation Services under appointment by the Superior Court of California, County of San Bernardino (Superior Court) to represent persons against whom actions relating to paternity and child support have been brought pursuant to Family Code sections 17402 and 17404, and persons against whom child support contempt actions have been brought by the Department of Child Support Services, but without sufficient financial means or otherwise unable to provide legal representation, in a high quality and cost-effective manner; and

**WHEREAS**, the County conducted a competitive process to find a contractor to provide these Services, and

**WHEREAS**, the County finds Chung & Ignacio, LLP (Contractor) qualified to provide the required administrative and legal 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:

**A. CONTRACTOR RESPONSIBILITIES**

Contractor shall provide the following Services/Scope of Work:

**A.1** The Contractor shall perform, or cause to be performed, the administrative and legal Services outlined in this Section A and shall assume full responsibility for furnishing associate counsel necessary for the provision of specialized legal Services under appointment by the Superior Court for any person against whom an action relating to paternity and child support has been brought under Family Code sections 17402 and 17404, and; any person alleged to be in contempt of court regarding payment of child support in an action brought by the Department of Child Support Services (DCSS), and; Violations of Probation hearing pursuant to contempt plea bargains, and; appointments as guardian ad litem pursuant to Family Code section 7635, and; paternities (where parentage is in dispute); including representing incarcerated defendants, and representing military service members pursuant to the Servicemembers Civil Relief Act. The Contractor shall also provide other personnel ancillary to the furnishing of legal Services, office space, all materials, equipment, facilities, and supplies necessary for the support of personnel in the performance of the legal Services under the Contract.

**A.2** The Superior Court shall appoint the Contractor to provide representation Services for any person requiring representation in all paternity or child support cases where the person qualifies for court-appointed counsel and requires such appointment pursuant to Family Code sections 17402 and 17404. The Contractor will accept all such appointments at up to three Court districts that hear these matters, in all cases where a person qualifies for court-appointed counsel and requires such appointment, unless the court finds that due to a conflict of interest Contractor should not provide representation.

**A.3** Notwithstanding any other provisions of the Contract, the Superior Court shall retain the authority to appoint an attorney or attorneys other than those made available by the Contractor to any case if, in the opinion of the court, such appointment is necessary. The Contractor shall not be credited in any way for appointments made under such circumstances.

**A.4** The Contractor would be anticipated to be appointed by the Superior Court to represent the following monthly average number of paternity and child support case appointments, and number of DCSS child support contempt court calendar appearance days, per month. This figure is only an estimate of future appointments and court appearance days. The actual number of court appearance days under the Contract is expected to be six court appearance days per month with the possibility of additional days dependent upon the DCSS court calendar.

	Monthly Average
Paternity and Child Support Case Appointments pursuant to Family Code sections 17402 and 17404	13
Department of Child Support Services Court Calendar Appearance Days *	6

*\* = It is estimated that the number of child support contempt cases heard during the monthly average six Department of Child Support Services court calendar appearance days will be a monthly average of 48 cases*

**A.5** The Contractor shall, through its attorneys, in each case in which the Contractor is appointed by the Superior Court, render to, and on behalf of, clients all professional legal Services reasonably and legally required therein, including directing and supervising normal investigation provided under the terms of the Contract, from the time of appointment to, and including, a final adjudication, or disposition, of such case or hearing, unless the Superior

Court specifically relieves the Contractor, or until conclusion of Services under or termination of the Contract.

**A.6** Representation in any contempt of court action regarding payment of child support shall include, but not be limited to, preparation, including normal investigation, appearance at all hearings in any case, and preparation, service, and filing of all documents required in a case, as well as other Services specified in this Section A.

**A.7** Representation in any paternity or child support actions brought under Sections 17402 and 17404 of the Family Code shall include, but not limited to the following:

- a. Initial Interview with indigent;
- b. Preparation and filing of answer and setting aside any default, or making such motion, if necessary;
- c. Preparation of final declaration;
- d. Preparation of response to initial Order to Show Cause;
- e. Appearance upon any first Order to Show Cause or continuance thereof;
- f. Preparation of a response to any DNA test motion or the making of said motion;
- g. Appearance upon any DNA test motion;
- h. The propounding of any interrogatories by the defendant;
- i. The answering of any interrogatories by the plaintiff;
- j. Appearance at any deposition set by the plaintiff;
- k. Appearance at any deposition set by the defendant;
- l. Preparing and setting any Notice of Deposition by the defendant;
- m. Appearance at any Settlement Conference;
- n. Appearance at any Trial Assignment Calendar;
- o. Appearance on all days of Trial.

**A.8** Representation shall not include the following:

- a. Any charges for Appeal;
- b. Payment of investigators or expert witness;
- c. Any appearance after a final judgement and order is made in a case brought pursuant to Family Code sections 17402 and 17404, unless otherwise provided for in this Contract.

**A.9** The Contractor shall designate an attorney to serve as the Contractor's program administrator who will provide and oversee all attorneys furnishing professional Services pursuant to the Contract, and who is to be directly and personally responsible for Contractor's compliance with Contract terms.

**A.10** The Contractor agrees to operate continuously throughout the terms of the Contract with at least the minimum number of administrative staff (those individuals who provide administrative support for the Contract Services) required to deliver the program Services outlined herein. The Contractor agrees to make available to the County a schedule of the administrative personnel positions established by the Contractor for rendering of such Services. Such schedule shall include all full-time and part-time staff positions by name and title, including volunteer positions whose direct Services are required to provide the Services described. The Contract shall agree to provide the County, upon request, appropriate verification of applicable qualifications of its administrative personnel.

**A.11** The Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. The

County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

**A.12** 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 also comply with the appropriate Office of Management and Budget (OMB) Circulars, stating the administrative requirements, cost principles and other standards for accountancy.

**A.13** All records shall be complete and current and comply with all requirements of the Contract. Failure to maintain acceptable records will be considered grounds for withholding payments for billings submitted and for termination of the Contract.

**A.14** The Contractor must notify designated County staff, via fax or telephone, fifteen (15) days preceding any change in address. The Contractor shall follow-up with written notification within three (3) days of change of address.

**A.15** The Contractor shall ensure that the Contractor's designated program administrator and each attorney providing Services under the Contract shall maintain active membership and status as an attorney in good standing with the State Bar of California throughout the duration of Services under the Contract. Failure to maintain that membership and status may result in immediate termination of the Contract and non-payment for Services rendered during any period of non-compliance.

**A.16** Each attorney providing representation Services under the Contract shall maintain continuous insurance coverage, as required by the Contract as described below in A.17, during the entire time the attorney provides legal representation Services under the Contract.

**A.17** The Contractor as an administrative entity will be responsible for ensuring that independent contractors comply with all County Contract requirements, including insurance requirements. The Contractor shall agree to require all parties or subcontractors, including others it hires or contracts with related to the performance of the Contract, to provide insurance covering the contracted operations with the basic requirements specified in the indemnification and insurance sections of this Contract. The Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required by the Contract.

**A.18** The Contractor shall provide an adequate number of attorneys to provide representation in a timely manner to all cases upon which the Contractor is assigned.

**A.19** Use of an attorney for representation Services under the Contract other than those previously identified to and approved by the Superior Court will require advance notification to and approval by the Superior Court District's supervising judge or designee in advance of first appearance, and proof of professional liability insurance required per Section F of this document must be provided to the County CAO Indigent Defense Program, who is administering the Contract Services, prior to an attorney providing representation Services under the Contract.

**A.20** Contractor shall provide the County CAO Indigent Defense Program an ongoing and regularly updated list of attorneys providing representation Services under contract as any changes occur.

**A.21** Attorney/client conflict of interest applies to Contractor and employees and agents of Contractor, and includes but is not limited to any interest, activity, obligation, or responsibility which may compromise the ability to represent and safeguard the interests of the client.

**A.22** Contractor shall not be prohibited from engaging in the private practice of law provided that no private case shall be accepted which may cause a conflict of interest to arise wherein the Contractor would be unable to represent an individual the Superior Court has appointed to the Contractor to represent under the Contract.

**A.23** All attorneys providing legal representation Services under the Contract shall appear timely for all appearances, conduct themselves at all times with the utmost professionalism and dress appropriately in court for all proceedings.

**A.24** The Superior Court may make a determination of the ability of the client to pay costs of appointed representation Services. The Contractor will participate in that effort at no additional cost; participation includes, but is not limited to, the distribution of financial declaration forms upon initial appointment.

**A.25** If the Contractor desires access to the Superior Court's case management system, the Contractor must contact the Superior Court to arrange for such access. The Contractor will be solely responsible for any costs associated with accessing the Superior Court's case management system.

## **B. GENERAL CONTRACT REQUIREMENTS**

**B.1 Recitals** - The recitals set forth above are true and correct and incorporated herein by this reference.

**B.2 Contract Amendments** – Contractor agrees any alterations, variations, modifications, or waivers of the provisions of this 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 San Bernardino County.

**B.3 Contract Assignability** – Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**B.4 Contract Exclusivity** – This is not an exclusive Contract. The County reserves the right to enter into contracts 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. Contractor acknowledges that the Superior Court may appoint other counsel as described in A.3.

**B.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 Section F—Indemnification and Insurance Requirements.

**B.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) have not been convicted of a felony and 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, the 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 the 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 Contractor personnel to any County facility.

**B.7 Choice of Law** – This Contract shall be governed by and construed according to the laws of the State of California.

**B.8 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. The 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.

**B.9 Confidentiality** – Contractor shall protect from unauthorized use or disclosure of 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.

**B.10 Primary Point of Contact** – The Contractor will designate an individual to serve as the primary point of contact for the Contract. The Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written notification and acknowledgement to the County. The Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**B.11 County Representative** – The County Chief Financial 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 (Board), then the Board must approve all amendments to this Contract.

**B.12 Damage to County Property** – The Contractor shall repair, or cause to be repaired, at its own cost, all damage 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 the 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.

**B.13 Debarment and Suspension** – Contractor certifies that neither it nor its principals or subcontracts is presently debarred, 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>). The 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.

**B.14 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:

**B.14.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**B.14.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**B.14.3** 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.

**B.15 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.

**B.16 Employment Discrimination** – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment 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.

**B.17 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. The 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), The Contractor must be able to annually report the County's environmentally preferable purchases. The Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their Services to the County, utilizing a County approved form.

**B.18 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 this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor

**B.19 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 to the County Administrative Office. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

**B.20 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.

**B.21 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.

**B.22 Licenses, Permits, and/or Certifications** – Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of 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. The 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.



All attorneys providing Services under this Contract must be licensed and in good standing with the California State Bar.

**B.23 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.

**B.24 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.

**B.25 Nondisclosure** – 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**B.26 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 in writing and by telephone, including all relevant information with respect thereto, to the other party.

**B.27 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 products, 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.

**B.28 Participation Clause** – The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:

**B.28.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**B.28.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

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

**B.29 Air, Water Pollution Control, Safety and Health** – Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**B.30 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.

**B.31 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.

**B.32 Release of Information** – No news releases, advertisements, public announcements or photographs arising out of this the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**B.33 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 the San Bernardino County.

**B.34 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.

**B.35 Subcontracting** – 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 the County's request, the 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 and Superior Court for the actions or omissions of its subcontractors under the terms and conditions specified in Sections B and F of this Contract. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

**B.35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**B.35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**B.35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Section A. Contractor Responsibilities and Section B. General Contract Requirements.

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

**B.36 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.

**B.37 Termination for Convenience** – The County reserves the right to terminate the Contract, for any reason, 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. The 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.

**B.38 Time of the Essence** – Time is of the essence in performance of this Contract and of each of its provisions.

**B.39 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, San Bernardino County, 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, San Bernardino County, San Bernardino District.

#### **B. 40 Conflict of Interest**

The 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.

#### **B.41 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.

#### **B. 42 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 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 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 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.

**B.43 Copyright** – County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge

San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

**B.44 Artwork, Proofs and Negatives** – All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**B.45 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). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at 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 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 Civil Code section 1798.155(b).

**B.46 Executive Order N-6-22 Russia 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.

**C. Term of Contract**

This Contract is effective as of July 1, 2023 and expires June 30, 2028 but may be terminated earlier in accordance with provisions of this Contract.

In the event of expiration of this Contract, or termination for other than cause, the Contractor shall continue to provide representation as described in E.7, to allow for completion of Services or an orderly transition of representation. During that period, Contractor shall continue to provide representation and make all scheduled court appearances unless

specifically excepted in writing by the County or if the case or hearing has been completed, or the Contractor has been relieved by the Superior Court. All applicable terms and conditions of the Contract shall remain in full force and effect during the thirty (30) day period.

The County, after consultation with the Presiding Judge of the Superior Court, for its convenience, may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. The Contract may be terminated for cause by the County, after consultation with the Presiding Judge of the Superior Court, for material breach, unsatisfactory performance or failure to perform. The County shall provide written notice to Contractor describing such event and a period to cure. If Contractor fails to cure the breach or performance issue within the specified cure period, the County may deliver a written termination notice, effective on the date stated in the notice.

Upon receipt of a termination notice, Contractor shall promptly discontinue Services unless the notice, a court order or the Rules of Professional Conduct dictate otherwise. The Chief Financial Officer shall have the authority to terminate this Contract.

## **D Fiscal Provisions –**

- D.1.** The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to the 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.
- D.2** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D.3** Invoices shall be issued with sixty (60) day payment term with corresponding Purchase Order number stated on the invoices.
- D.4** Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. The Contractor shall not use current year funds to pay prior or future year obligations.

## **E Payment Provisions**

- E.1** The Contractor shall be paid \$675 per appointment for paternity actions pursuant to Family Code sections 17402 and 17404, guardian ad litem (GAL) representation pursuant to Family Code section 7635, and child support contempt actions, paid at appointment, in full payment for all Contractor's Services and expenses incurred in the performance of representation Services under the Contract, including travel and per diem, from the time of appointment to, and including, a final adjudication, or disposition, of such case or hearing, with exceptions as specified in the following paragraphs.

The flat fee paid per case is to include all appearances specified in the Services/Scope of Work including the first full day of trial at no additional charge, with the exception of Department of Child Support Services ("DCSS") court calendar appearance days per Section E.2, below. Individual court appearances that are not otherwise specifically included the Scope of Work, and additional trial days after the included first full day and that are not part of the DCSS court calendar, will be billable additionally at the Superior Court's Appointed Services Fee Schedule rates, subject to review, verification and approval by the Superior Court.

- E.2** The Contractor shall be paid a flat fee of \$880 per Department of Child Support Services court calendar appearance day in representing persons alleged to be in contempt of court regarding child support for cases on the DCSS court calendar. The flat fee is to include all cases heard during the appearance day.
- E.3** Special Fees - Upon showing of good cause for extraordinarily complex cases, in cases where, because of the difficulty of the defense, the novelty or uncertainty of the law upon which the decision depends, the degree of professional ability, skill and experience called for and exercised in the performance of the Services, the seriousness of the charge or novel legal principles being involved, extensive research, trial preparation and/or investigation being required, and only upon application by the Contractor and approval by the court prior to incurring such costs, the Contractor may be allowed special fees at the discretion of the court.
- E.4** The Contractor shall prepare and submit to the County's designated Contract administrator, and simultaneously to the courthouse where Services were provided for verification of Services rendered, a monthly claim for payment following the format provided by the County, within twenty (20) days of the close of each Contract service month. The monthly claim shall include a summary page with the total amount billed. For all Services rendered for persons against whom actions related to paternity and child support have been brought, the monthly statement from the Contractor shall list the name and case number of each client represented and a description of the legal service provided. For all Services rendered for persons alleged to be in contempt of court regarding child support, the monthly statement from the Contractor shall list the name of each party represented, the case number of each case represented, and the total number of cases represented. For paternity and child support case appointments, the Contractor shall submit with the monthly billing statement copies of minute orders of appointment. For all court appearance days, the monthly statement from the Contractor shall list the total number of court appearance days. The monthly claim for payment (not including copies of minute orders of appointment) shall also be transmitted via Internet e- mail to the County's designated Contract administrator in Microsoft Office -compatible format within twenty (20) days after the end of each Contract service month.
- E.5** The consideration to be paid to the Contractor, as provided for in the Contract, shall be in full payment for all Contractor's Services and expenses incurred in the performance under the Contract, including required insurance coverages, but excluding costs of subpoena service.
- E.6** Contractor and all of its employees and agents shall not accept or solicit remunerations, gratuities or anything of value from or on behalf of any client represented under the Contract for Services rendered pursuant to the Contract, except from the County.
- E.7** In the event of expiration of the Contract, the Contractor shall continue to provide representation and make all scheduled court appearances for a period of thirty (30) days following the last day of appointments under the Contract, unless specifically excepted in writing by the Superior Court or unless the case or hearing has been completed. Services rendered during the thirty (30) day period will be billable under the Contract payment provisions, subject to review, verification and approval by the Superior Court. In the event of termination of this Contract, the provisions in the termination sections of the Contract would prevail.
- E.8** Final payment due to Contractor upon Contract expiration or termination shall not be made until Contractor's final billing statement has been reviewed and verified by the County or its designee.

- E.9** The County reserves the right to conduct an audit of any submitted or submitted and paid monthly Services statement.
- E.10** 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.
- E.11** 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.

## **F. Indemnification and Insurance Requirements**

**F.1 Indemnification** – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and the Superior Court and their 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 or Superior Court 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 indemnitees. The Contractor indemnification obligation applies to the County's and Superior Court's "active" as well as "passive" negligence but does not apply to the County's and Superior Court's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

The Contractor agrees to incorporate this indemnification provision (Section F.1.) as a term and condition of Contractor's engagement of attorneys and/or law firms made available by the Contractor to provide legal Services to clients under the Contract.

**F.2 Additional Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and Superior Court and their officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for San Bernardino 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.

**F.3 Waiver of Subrogation Rights** - The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County and Superior Court, their 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.



**F.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 or Superior Court.

**F.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 the Superior Court or between the County or the Superior Court and any other insured or additional insured under the policy.

**F.6 Proof of Coverage** - The Contractor shall furnish Certificates of Insurance to the County Administrative Office – Indigent Defense Program who is 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.

**F.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".

**F.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.

**F.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(s) will be reduced to pay for County purchased insurance.

**F.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. The Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County or the Superior Court 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 or Superior Court.

**F.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:

**Workers' Compensation/Employers Liability**

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

If Contractor has no employees, it may certify or warrant to 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 non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**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:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Personal Injury
- e. Contractual liability
- f. \$2,000,000 general aggregate limit

**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 or more non-employee 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.

**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.

**Professional Services Requirement**

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

Or

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

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.

**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.

**Abuse/Molestation Insurance** Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

**G. Right to Monitor and Audit**

**G.1 Right to Monitor** – The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. The Contractor shall give full cooperation in any auditing or monitoring conducted. The 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. The Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

**G.2 Availability of Records** – Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for performance. All records shall be completed and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for Services submitted and/or termination of Contract.

All records relating to the Contractor’s personnel, Contractors, 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.

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 the Contract or until pending County, State and Federal audits are completed, whichever is later.

## **H Correction of Performance Deficiencies**

**H.1** In the event of a problem or potential problem that could impact the quality or quantity of work, Services or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

**H.2** Failure by the Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract, shall be a material breach of this Contract.

**H.3** Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of the Contract. If these representatives are unable to resolve a dispute, controversy or claim within ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for the Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

**H.4** In the event of a non-cured breach, County may, at its sole discretion and 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. Withhold funds pending duration of the breach; and/or
- c. 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
- d. Offset against any monies billed by Contractor but yet unpaid by the County; 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.

**H.5** 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 or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

- I. **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 deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Leonard Hernandez, County Chief Executive Officer  
County Administrative Office  
385 N. Arrowhead Ave., Fifth Floor  
San Bernardino, CA 92415-0120

Eric Chung  
Chung & Ignacio, LLP  
8577 Haven Ave., Ste 306  
Rancho Cucamonga, CA 91730

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

- J. **Entire Contract** – 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 not 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.

K. **Electronic Signatures**

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 mail 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

Chung & Ignacio, LLP

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

By

►

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

Eric Chung

Name

\_\_\_\_\_  
(Print or type name of person signing contract)

Title

Partner

\_\_\_\_\_  
(Print or Type)

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

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Julie J. Surber, Principal Asst. County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Date \_\_\_\_\_