

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.7  
(ID # 15706)**

**MEETING DATE:**

Tuesday, September 28, 2021

**FROM :** CHILD SUPPORT SERVICES:

**SUBJECT:** DEPARTMENT OF CHILD SUPPORT SERVICES: Approve the Professional Service Agreements with Team Legal, Inc. and AAA Attorney Services II, Inc., for Process Server Services for Three Years Through June 30, 2024 with the Option to Renew for Two Additional One-year Periods; All Districts [Total cost \$2,500,000; up to \$125,000 in additional compensation] 66% Federal Funding, 34% State Funding]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Professional Service Agreements with Team Legal, Inc. and AAA Attorney Services II, Inc. for Process Server Services for an annual aggregate amount of \$500,000 for three years through June 30, 2024 with the option to renew for two additional one-year periods for an aggregate total of up to \$2,500,000 through June 30, 2026, and authorize the Chairperson of the Board to sign the Agreements on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreements including modifications of the statement of work that stay within the intent of the Agreements; (b) move the allocated funds among the vendors; and (c) sign amendments to compensation provisions that do not exceed the sum total of five percent (5%) of the annual aggregate cost of the Agreements.

**ACTION:Policy**


  
Kimberly Britt, Director of Child Support Services 7/7/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: September 28, 2021  
xc: CSS

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 500,000	\$500,000	\$1,500,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 66% Federal and 34% State</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	21/22 – 23/24

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Department of Child Support Services (DCSS) requires process server services to serve civil and criminal legal documents such as subpoenas, Orders to Show Cause, Summons/Complaints, and other legal documents. California Family Code, Section 17500, requires DCSS to carry-out obligations under Title IV-D of the Social Security Act (42 U.S.C. Sec. 651 et seq.), providing that each county maintain a local child support agency, as specified in Family Code Section 17304, which shall have responsibility for establishing, modifying and enforcing child support obligations and determining paternity in the case of a child born out of wedlock. Approximately one thousand (1,000) services of process are performed per month. Services may require same day service and contractor(s) shall perform services of process to all counties within California and throughout the United States as needed.

Staff recommends approval of the agreements with Team Legal, Inc. and AAA Attorney Services II, Inc. County Counsel has reviewed the agreements and has approved them as to form.

**Impact on Residents and Businesses**

No Impact to residents and businesses.

**Contract History and Price Reasonableness**

Riverside County Purchasing and Fleet Services Department issued a formal Request for Quote (RFQ) RFQ # RIVCO-2021-RFQ-0000191 on behalf of the Department of Child Support Services soliciting quotations for Process Server Professional Services. The RFQ was advertised on Purchasing’s e-Procurement platform and viewed by twenty-four (24) potential bidders. Two (2) bid responses were submitted in response to the RFQ, including the incumbents for these services. The supplemental information provided by the bidders with their bid responses was reviewed by personnel from DCSS to ensure compliance with the requirements outlined in the RFQ.

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Based on the criteria set forth in the RFQ, the needs of the department, and the bidders' experience, ability, and overall cost to the County, it is the recommendation of the department to select both responding bidders to provide the services for the County.

**ATTACHMENTS:**

**ATTACHMENT A: Professional Service Agreement for Process Server Services between County of Riverside and Team Legal, Inc.**

**ATTACHMENT B: Professional Service Agreement for Process Server Services between County of Riverside and AAA Attorney Services II, Inc.**

 _____ Gregory I. Priamos, Director County Counsel	9/15/2021	 _____ Tina Grande, Director of Purchasing and Fleet Services	8/24/2021
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 _____ Steven Atkeson	9/17/2021	 _____ Gregory I. Priamos, Director County Counsel	9/15/2021
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**PROFESSIONAL SERVICES AGREEMENT**

for

**PROCESS SERVER SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**TEAM LEGAL, INC.,**

**A CALIFORNIA CORPORATION**



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This Agreement, by and between TEAM LEGAL, INC., A CALIFORNIA CORPORATION, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024 unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**DEPARTMENT OF CHILD SUPPORT SERVICES  
2041 IOWA AVENUE  
RIVERSIDE, CA 92507**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PSA-0003086; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,



COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504  
Purchasing Agent

**CONTRACTOR**

TEAM LEGAL, Inc.,  
A California Corporation  
25876 The Old Road, Suite 314  
Valencia, CA 91381  
ATTN: Sean O'Connell

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.



**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier to furnish the County of Riverside with either 1) a properly executed original Certificate of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate and policies of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in

coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

Dated: SEP 28 2021

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature]  
for Amrit P. Dhillon  
Deputy County Counsel

**TEAM LEGAL, INC.**, a California corporation

By: [Signature]  
Name: Sean O'Connell  
Title: Director of Marketing & Client Relations  
Dated: 8/2/2021

EXHIBIT A  
SCOPE OF SERVICE

1. General Requirements

- 1.1. CONTRACTOR shall perform field services of civil and criminal documents including, but not limited to, Summons and Complaints, Subpoenas, Orders to Show Cause, Motions, Writs, Orders, Judgments and Summons, and other legal documents as required by the Department of Child Support Services (“DCSS”).
- 1.2. The CONTRACTOR shall comply with all laws, regulations, and rules of the court.
- 1.3. Employees of the CONTRACTOR shall not represent that they are DCSS employees.
- 1.4. CONTRACTOR and each of its employees who may have access to the confidential or sensitive data of DCSS shall be required to sign a confidentiality statement, **Exhibit C**, attached hereto and incorporated herein, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements shall be made available and forwarded to DCSS’s information security contact upon request.
- 1.5. CONTRACTOR shall provide a process by which the DCSS can access real time status updates on all pending service: the process shall be able to confirm that a request for service was received by the CONTRACTOR and must be able to distinguish out-of-state requests from in-state service requests; determine the number of days the contractor has the document in their possession; review the status of that request; and cancel a service request. Ideally, the CONTRACTOR shall provide a website where the service request can be tracked and canceled.
- 1.6. E-delivery, also referred to as electronic delivery, shall be the primary delivery method used by CONTRACTOR. In the event of system outages or technology issues, CONTRACTOR may be required to perform physical pick-up/delivery for providing services.
- 1.7. In the event that physical document pick-up/delivery is warranted and approved by the County, the following procedures shall be followed:
  - 1.7.1. CONTRACTOR shall pick-up documents to be served twice a week, on Tuesdays and Thursdays, no later than 5:00 P.M. from the Department of Child Support Services. Pick-up schedules are subject to change as dictated by the needs of the DCSS. In the event the pick-up or drop-off day falls on a county holiday, the pick-up or drop-off will be scheduled for the next

business day. The following location has been designated as the location for pick-ups and drop-offs:

2001 Iowa Avenue

1<sup>st</sup> Floor Lobby/Reception

Riverside, CA 92507

1.7.2. Service packets picked up from DCSS shall be picked up and transported in a secured container, at all times.

1.8. CONTRACTOR shall not bill postage or mailing expense for process services to the DCSS. All postage and mailing charges shall be paid for directly by the CONTRACTOR.

1.9. The monthly itemized invoices are to be provided in both electronic and paper copies. The invoice must include the case name and person served, date person served, description of service and corresponding service fee in accordance to County pricing schedule and total.

1.10. The CONTRACTOR shall not perform services not listed on the bid form that are subject to fees or charges without prior approval of the aforementioned Department designee.

## 2. E-filing Requirements

2.1. CONTRACTOR shall become an electronic filing recipient using the State Department of Child Support Services (CSSD) Portal for electronic delivery of service tickets and documents. Currently, CSSD loads most of the service documents to a secure server where they can be downloaded in pdf format by the service vendor. CONTRACTOR must be able to download, print, copy, and duplicate service documents, as well as, any additional documents, in full color, as requested by CSSD. At this time there is no corresponding flat file of data that accompanies the pdf documents.

2.2. As technology and court rules evolve to include, among other things, electronic delivery and e-filing, CONTRACTOR shall make all changes necessary to its business practice to fully incorporate these changes within sixty (60) calendar days from the date the CONTRACTOR is notified.

2.3. 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.

2.4. Awarded contract is required to print, sort, and assemble packets with an estimated volume of approximately, but not limited to, 5,800 to 6,800 double-sided pages per week. DCSS will train CONTRACTOR in the proper assembly of e-delivered packet.

2.5. CONTRACTOR shall have high quality, high volume printers and copiers.



- 2.6. CONTRACTOR shall have internet access with ability to download files from a password protected HTTPS server.
  - 2.7. CONTRACTOR shall 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.
  - 2.8. CONTRACTOR shall have e-mail communication capability so that DCSS staff can receive inquiries and forward queries regarding the status of specific service of process. The CONTRACTOR shall respond to DCSS inquiries within 24 hours.
  - 2.9. CONTRACTOR shall 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.
  - 2.10. If awarded contract does not have office coverage during normal business hours (8 am – 5 pm), CONTRACTOR shall be reachable by either cell phone or by pager during normal business hours.
  - 2.11. All Proofs of Service completed on e-filing shall be electronically filed with the court (including Due Diligence form) within five (5) days of mailing substituted service document.
  - 2.12. Proof of Service must have valid service address and be accepted by the court (filed). A printed copy must be submitted to DCSS for billing.
  - 2.13. CONTRACTOR shall correct all proof of service hard copy or e-filing errors, if applicable, within forty-eight (48) hours, at no additional cost to DCSS.
3. Service Packet Requirements (Non-E-Filing)
    - 3.1. DCSS will supply master service packets. CONTRACTOR shall be required to maintain copies.
    - 3.2. CONTRACTOR shall be responsible for ensuring all required state forms and handbooks are included in the packet and in designated order.
    - 3.3. The packet shall be assembled in proper format. The substituted service packet is the responsibility of the CONTRACTOR to print, copy, and mail.
    - 3.4. Proof of Service and Declarations of Due Diligence and Declarations of Non-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.

#### 4. Procedural Requirements

- 4.1. CONTRACTOR shall perform field service of civil and criminal legal documents, including but not limited to, subpoenas, orders to show cause, and summons and complaints. Pre-service attempt telephone calls do not constitute field service or a service attempt.
- 4.2. Two original Proofs of Service shall be provided to DCSS no later than fifteen (15) calendar days for service within California, and thirty (30) calendar days for service outside of the state of California from the date of service. The Proofs of Service require original signatures of the process server. The process server signature requirement cannot be delegated or assigned to any other person.
- 4.3. The first service attempt is to be performed within seven (7) days from the date of receipt of the service packet, unless otherwise noted on the service request. First attempt date shall be documented on field notes and Declarations of Due Diligence. CONTRACTOR shall continue attempts at service until:
  - 4.3.1. Documents are served in accordance with the service request and in compliance with legal requirements;
  - 4.3.2. Time for service has expired;
  - 4.3.3. CONTRACTOR has determined that further attempts at service address supplied by DCSS or obtained by CONTRACTOR would be futile; and
  - 4.3.4. 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.
- 4.4. The service of process shall be completed within thirty (30) calendar days from the date of receipt of the service packet, which is to include service instructions. In each attempt to serve, CONTRACTOR shall perform a reasonable inquiry to verify address, including checking readily available internal sources and internal contractor databases prior to service attempt. When making a service attempt, a reasonable inquiry shall also include speaking with other household residents/co-occupants, neighbors, apartment/resident managers, current and former employers, or inquiring of co-workers if at a business location.
- 4.5. The thirty (30) calendar day 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.

- 4.6. For successful serves, CONTRACTOR shall provide valid Proofs of Service or Sub-service (two copies with original signatures from the process server). If all service attempts have been unsuccessful within the allowed thirty (30) day timeframe, CONTRACTOR shall provide a Declaration of Non-Service (one original required) detailing all attempts of service. If service cannot be attempted due to bad address or incomplete address, or if a service attempt results in an unsuccessful serve due to bad or incomplete address, the service packet is to be returned immediately to DCSS.
- 4.7. Delivery of all Proofs of Service, Declarations of Due Diligence, and Declarations of Non-Service must comply with Contractor's Responsibilities Section.
- 4.8. 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.
- 4.9. CONTRACTOR shall provide monthly data regarding service performance, including but not limited to:
  - 4.9.1. Total attempts at services by month and document type
  - 4.9.2. Number of substitute services by month and document type
  - 4.9.3. Number of personal services by month and document type
  - 4.9.4. Number of unsuccessful services by month and document type
- 4.10. DCSS shall also have the ability to sort the resulting information by zip code of service results (first 5-digits only). This information shall be provided in electronic form compatible with Microsoft Office Excel, version 2007 or later.

## 5. Legal Requirements

- 5.1. If the vendor is physically picking up the documents, DCSS will attach to the documents to be served a "Service Instructions sheet" which will provide the CONTRACTOR with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing. DCSS shall provide special instructions for service, when applicable.
- 5.2. When the DCSS has given a serve by date notice, the CONTRACTOR shall attempt to serve or substitute serve documents by the specified date on the Services Instructions sheet.
- 5.3. The CONTRACTOR shall attempt service within five (5) business days for the in-county local service area, seven (7) business days for out of county serves and ten (10) business days for out-of-

- state serves. Attempts shall be documented on field notes and signed affidavit aka the Declaration of Due Diligence.
- 5.4. Personal service shall be the primary method of service; CONTRACTOR will attempt and perform personal service by delivering the service documents to the individual designated on the service instructions.
  - 5.5. If the person being served does not admit to being the person upon whom service is intended, and the process server believes it is the intended person, the process server shall articulate in the field notes what led him/her to believe that the person being served was in fact the person upon whom service is intended.
  - 5.6. DCSS requires the CONTRACTOR to make efforts to maximize successful process of services, including attempts at different times of the day or night and different days of the week. These attempts at personal service must occur on three (3) separate days at three (3) different times of the day with at least one attempt each in the morning (before 7:00 a.m.), during the day (between 7:00 a.m. and 5:00 p.m.) and evening (after 5:00pm).
  - 5.7. Where substitute service is necessary, CONTRACTOR may only attempt service after satisfaction of the due diligence requirement from Section 415.20(b) of the Code of Civil Procedure, that include a minimum of three separate attempts of personal service. These attempts at personal service must occur on three (3) separate days, at three (3) different times of the day with at least one attempt each in the morning (before 7:00 a.m.), during the day (between 7:00 a.m. and 5:00 p.m.) and evening (after 5:00p.m.) The documents shall be substitute served on the 3rd attempt.
  - 5.8. A second copy of the substitute service is to be mailed (first class mail, postage pre-paid) to the defendant at the place where the copies were left, within five (5) days of sub-serving and in accordance with the law.
  - 5.9. Where personal service is successful, the CONTRACTOR shall return complete and accurate Proof of Service (must be Judicial Council approved form) of a professional quality, and which meets all existing legal requirements for validity, including, but not limited to, the following: date, location, manner of service; signed and dated by the service agent stating the county in which he/she is, with their registration number. In the case of substitute service, a Declarations of Due Diligence will also be included. The Proof of Service will be returned to the Department within five (5) business days after the service, if the service is within the local service area. Therefore, DCSS will be provided

with the statutorily mandated two (2) copies- the court copy and the Local Child Support Agency/DCSS file copy.

- 5.10. If service cannot be accomplished at the address provided, the server will attempt a reasonable inquiry to obtain a forwarding address, to include, but not limited to, checking with current residents, neighbors, apartment managers and vehicle plates. Any evidence found during reasonable inquiry must be carefully documented in field notes and a signed affidavit. The server will then attempt to make service at the new address. If additional research is needed to locate and serve the documents, the CONTRACTOR shall return the documents to DCSS within five (5) days of the last attempt. DCSS will perform further research and will issue another Request for Service at the time new positive location information has been found.
- 5.11. Where personal service is not possible, CONTRACTOR shall attempt substituted service on the individuals named, which shall include the following steps:
- 5.11.1. The service packet shall be left at the named individual's dwelling house ("usual place of abode"). Usual place of business, or usual mailing address (other than a U.S. Postal Service mailbox)
- 5.11.2. The service packet shall 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"
- 5.11.3. Thereafter, a second copy of the service packet is to be mailed (first-class mail, postage pre-paid) to the named individual at the place where the copies were left, within five (5) days of sub-serving
- 5.11.4. All substituted services shall 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.
- 5.12. If all service attempts have been unsuccessful, CONTRACTOR shall return the full and intact service packet to DCSS with field notes and Declaration of Non-Service within five (5) business days of last attempt. The Declaration of Non-Service will include all pertinent information including the time, date, and place where service was made. CONTRACTOR shall provide phone

calls made, names of individuals contacted, and any other information that documents the unsuccessful attempt and facilitates future successful service.

Where service of process is not possible within thirty (30) calendar days of receipt of the service documents, CONTRACTOR shall prepare a Declaration of Non-Service. The Declaration of Non-Service must be signed under penalty of perjury by the individual who attempted service of the documents and will include the following information:

- 5.12.1. Superior Court case Caption
  - 5.12.2. Title of the documents received for service
  - 5.12.3. Location (home or business address) where attempt was made
  - 5.12.4. Date and time of the attempted service
  - 5.12.5. Name and signature of the Process Server who attempted service
- 5.13. If it appears that a successful service may not be possible, CONTRACTOR shall carefully evaluate the facts involved in the situation to determine if there is some evidence of service evasion on the part of the individual named. All such evidence shall be carefully documented in field notes that may be incorporated into the document of non-service.
- 5.14. Previous bad addresses shall only apply to residential address for a period of ninety (90) days.
- 5.15. The CONTRACTOR shall respond within twenty-four (24) hours to inquiries about the status of a service request from DCSS staff.
- 5.16. Under certain circumstances, either DCSS or the CONTRACTOR may need to arrange for special timeframes and special handling of individual cases. This shall be arranged between DCSS Project Manager and employees to be designated by the CONTRACTOR. CONTRACTOR shall provide name and contact information of designated employee.
- 5.17. CONTRACTOR may be required to establish a Child Support Enforcement (CSE) compliant computer system readily available, at time of proposal, suitable to provide data transfers pursuant to protocol established between DCSS and CONTRACTOR.
- 5.18. In the event of a change of law that reduces the time permitted for service of process, CONTRACTOR agrees to serve documents as required under the new law.
- 5.19. The CONTRACTOR shall ensure that process servers are available to testify at any court hearing in which service is contested at no additional cost to the DCSS.

5.20. CONTRACTOR understands and agrees that authority to sign a Proof of Service or Declaration cannot be delegated or assigned to any other person, other 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.

5.21. DCSS reserves the right, upon five (5) days' 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.

#### 6. Technological Requirements

6.1. Because of the volume of cases that DCSS handles, CONTRACTOR shall be technologically equipped to ensure full compliance with the terms of this contract. This will require internet access, printer, copier, form supplies and computer hardware, with database programs such as MS-ACCESS, or its equivalent, which can organize and keep track of case activity. In addition, CONTRACTOR must utilize Adobe Acrobat Reader for reading and printing of documents provided by DCSS to CONTRACTOR. The Adobe Acrobat Reader must remain consistent with the version being utilized by DCSS and can only be upgraded when DCSS approves.

6.2. CONTRACTOR is required to have e-mail capability so that DCSS staff can forward queries to the CONTRACTOR in regard to specific cases.

6.3. If CONTRACTOR does not have office coverage during normal business hours, CONTRACTOR shall provide alternate contact information by either cell phone, email, or by pager during all normal business hours.

6.4. All Summons and Complaints, Proofs of Service, Abstracts, Amended Proposed Judgments, Income and Expense and all associated attachments or any other documents provided by the department are electronically filed.

#### 7. Quality Assurance Requirements

7.1. CONTRACTOR shall maintain a comprehensive log, database, or other records to track individual cases. Such records will be maintained for a period of five (5) years and four (4) months, after service has been accomplished or otherwise terminated.

7.2. CONTRACTOR shall maintain and provide access to database with real-time case status information for child support cases and shall include updated status on individual cases, including, but not limited to, the date each Service package was received, date of attempted service, service results, and type of service performed, (e.g., personal service or substituted service).

CONTRACTOR shall be expected to provide a continually updated database to DCSS and train staff on the tracking and status process utilized by CONTRACTOR.

8. Quality Control Requirements and Reports

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure DCSS a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to DCSS Project Manager for review. The plan shall include, but may not be limited to, the following:

8.1. CONTRACTOR shall maintain a quality control process that shall consist of actual field and/or telephone verification of an agreed upon percentage of randomly selected cases.

8.2. CONTRACTOR shall provide DCSS with a monthly log of the results of this quality control process.

8.3. Any unusual patterns of service or irregularities in services shall be reported on the Contract Discrepancy Report (“**Exhibit D**”), attached hereto and incorporated herein. The problem shall be resolved within a time period mutually agreed upon by DCSS and the CONTRACTOR.

8.4. CONTRACTOR shall provide a monthly report, in a format to be agreed upon, that lists serves by process server, broken down by personal and substitute services, listing the unsuccessful attempts at service and the reasons the attempts were unsuccessful.

8.5. Meetings as required shall be attended by the CONTRACTOR and DCSS with proper notice given.

8.6. In addition to DCSS contracting staff, other DCSS personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours.

However, these personnel may not unreasonably interfere with the CONTRACTOR’s performance.

9. Administrative/Physical Safeguard Requirements

9.1. Data Ownership:

9.1.1. CONTRACTOR shall protect the confidential or sensitive information being provided under this Agreement and treat it as the exclusive property of the County. Confidential and sensitive information shall not be made open to the public. CONTRACTOR shall take special precautions to protect County information from loss and unauthorized use, disclosure, modification, or destruction.

9.2. Incident Reporting:

9.2.1. CONTRACTOR shall notify the County within twenty-four (24) hours of any information security breach involving information accessed or obtained under this Agreement as soon as practical, but no more than three (3) business days after discovery. CONTRACTOR shall



provide all appropriate information via email or in-person to facilitate the reporting requirements.

9.3. Use of Information:

9.3.1. CONTRACTOR shall agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the RFQ and shall agree to implement policies and procedures to ensure the confidentiality of such information. CONTRACTOR shall agree that information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form for any purpose other than identified in this RFQ.

9.4. Employee Access to Information:

9.4.1. CONTRACTOR shall keep information in the strictest of confidence and only make it available to authorized personnel on a business “need-to-know” basis and only for the purposes authorized under this Agreement. The term “need-to-know” refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.

9.5. Access Authorization Records/Access Control:

9.5.1. CONTRACTOR shall maintain records of all authorized users and authorization level of access granted to the information obtained under this Agreement. CONTRACTOR shall maintain and secure any of its computer systems (network, software and applications) used in the performance of this Agreement.

9.6. Secure Areas:

9.6.1. Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this Agreement must be placed so that they may not be viewed by the public or other unauthorized persons.

9.7. Secure Storage:

9.7.1. Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in this RFQ.

9.8. Media Protection:

9.8.1. CONTRACTOR shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, taps, and cartridges in its custody.

9.9. Destruction of Records:

9.9.1. All records received by CONTRACTOR under this Agreement shall be returned or destroyed, including information stored on magnetic tapes, discs, and shredding burning, degaussing, erasing, or other certified or witnessed destruction when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of contract..

10. Information Security Requirements

In performance of this Agreement, the CONTRACTOR agrees to comply with and assume responsibility for, compliance by, his or her employees with the following requirements:

10.1. IRS Safeguarding

10.1.1. All work shall be performed under the supervision of the CONTRACTOR or the CONTRACTOR's responsible employees.

10.1.2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner, to any person, except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CONTRACTOR is prohibited.

10.1.3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material. Under no circumstances shall CONTRACTOR or CONTRACTOR's employees leave returns unattended or unsecured.

10.1.4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service ("IRS").

10.1.5. The CONTRACTOR shall maintain a list of employees authorized access to returns and return information. Such list will be provided to DCSS and, upon request, to the IRS reviewing office.

10.1.6. DCSS shall have the right to void this contract if the CONTRACTOR fails to provide the safeguards described above.

10.1.7. The CONTRACTOR shall include any additional safeguards that may be appropriate.

10.2. Criminal/Civil Sanctions

10.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed, shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000, or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

10.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed, shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person, except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know, constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus punitive damages in the case of a willful inspection or disclosure, which is the

result of gross negligence, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

10.2.3. Additionally, it is incumbent upon the CONTRACTOR to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CONTRACTOR by 5 U.S.C. 552a(m)(1), which provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

10.2.4. Granting a contractor access to FTI must be preceded by certifying that each individual understands DCSS's security policy and procedures for safeguarding IRS information. CONTRACTOR must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in DCSS's files for review. As part of the certification and at least annually afterwards, CONTRACTOR should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 9.2.1) For both the initial certification and the annual certification, the CONTRACTOR should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### 10.3. Site Visits

10.3.1. The IRS and DCSS shall have the right to send its officers and employees into the offices and plants of the CONTRACTOR for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the CONTRACTOR is found to be noncompliant with contract safeguards.

10.4. Electronic Transmissions

10.4.1. All confidential information transmitted by CONTRACTOR over a public network shall be encrypted.

10.5. Unique Identification

10.5.1. UNIQUE IDENTIFICATION: CONTRACTOR network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this Agreement.

10.6. Change Control

10.6.1. All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this Agreement must be approved by DCSS, in writing, prior to implementation.

10.7. Screen-Locking

10.7.1. Computers capable of accessing information for the performance of this Agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel.

10.8. Auditing

10.8.1. CONTRACTOR shall maintain an audit trail and record data regarding access of authorized users and the authorization level of access granted to information, based on job function. Said logs shall be made available to DCSS Project Manager upon request.

EXHIBIT B  
PAYMENT PROVISIONS

Standard Service Document/Packet (One flat fee)	Successful Service (Personal Serve/Substitute Service)	Non-Service (Bad Address or unable to locate or sub-serve individual)
Riverside County	\$45.00	\$45.00
Los Angeles County	\$45.00	\$45.00
Orange County	\$45.00	\$45.00
San Bernardino County	\$45.00	\$45.00
All other CA Counties	\$65.00	\$65.00
All other States outside of CA/Interstate	\$95.00	\$95.00
Serving Detention Facility and Military Facility in CA	\$95.00	\$95.00

Rural Fees

Remote area service fees will not be charged without authorization. Fees will apply to select rural/remote service locations. A rural/or remote location is any population, housing, or territory NOT in an urban area. Urban areas are populations of 50,000 or more.

The remote area/rural fees WILL NOT be charged without prior written consent/authorization from the requesting COUNTY staff member. Rural fees range from \$20 up to \$90 depending on the remote location.

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.

EXHIBIT

1951

WEST VIRGINIA UNIVERSITY

LIBRARY

**EXHIBIT D  
CONTRACT DISCREPANCY REPORT**

**Date Prepared:** \_\_\_\_\_

**Date Returned by Contractor:** \_\_\_\_\_

**Date Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROFESSIONAL SERVICE AGREEMENT**

**for**

**PROCESS SERVER SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**AAA ATTORNEY SERVICES II, INC.,**

**A CALIFORNIA CORPORATION**



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This Agreement, by and between AAA ATTORNEY SERVICES II, INC., A CALIFORNIA CORPORATION, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred fifty thousand dollars (\$250,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**DEPARTMENT OF CHILD SUPPORT SERVICES  
2041 IOWA AVENUE  
RIVERSIDE, CA 92507**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PSA-0003064; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If



CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Purchasing and Fleet Services  
2980 Washington Street  
Riverside, CA 92504  
Purchasing Agent

**CONTRACTOR**

AAA Attorney Services II, Inc.,  
A California Corporation  
4122 E Chapman Ave, Suite 24  
Orange, CA 92869  
ATTN: Tamara Aguirre

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier to furnish the County of Riverside with either 1) a properly executed original Certificate of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate and policies of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in

coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).



**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

Dated: SEP 28 2021

AAA ATTORNEY SERVICES II, INC., a California corporation

By: [Signature]  
Name: David Laneaux  
Title: President

Dated: 9/11/2021

ATTEST:  
Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature]  
for Amrit P. Dhillon  
Deputy County Counsel

EXHIBIT A  
SCOPE OF SERVICE

1. General Requirements

- 1.1. CONTRACTOR shall perform field services of civil and criminal documents including, but not limited to, Summons and Complaints, Subpoenas, Orders to Show Cause, Motions, Writs, Orders, Judgments and Summons, and other legal documents as required by the Department of Child Support Services (“DCSS”).
- 1.2. The CONTRACTOR shall comply with all laws, regulations, and rules of the court.
- 1.3. Employees of the CONTRACTOR shall not represent that they are DCSS employees.
- 1.4. CONTRACTOR and each of its employees who may have access to the confidential or sensitive data of DCSS shall be required to sign a confidentiality statement, **Exhibit C**, attached hereto and incorporated herein, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure, under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements shall be made available and forwarded to DCSS’s information security contact upon request.
- 1.5. CONTRACTOR shall provide a process by which the DCSS can access real time status updates on all pending service, the process shall be able to: confirm that a request for service was received by the CONTRACTOR, must be able to distinguish out-of-state requests from in-state service requests; determine the number of days the CONTRACTOR has the document in their possession; review the status of that request; and cancel a service request. Ideally, the CONTRACTOR shall provide a website where the service request can be tracked and canceled.
- 1.6. E-delivery, also referred to as electronic delivery, shall be the primary delivery method used by CONTRACTOR. In the event of system outages or technology issues, CONTRACTOR may be required to perform physical pick-up/delivery for providing services.
- 1.7. In the event that physical document pick-up/delivery is warranted and approved by the County, the following procedures shall be followed:
  - 1.7.1. CONTRACTOR shall pick-up documents to be served twice a week, on Tuesdays and Thursdays, no later than 5:00 P.M. from the Department of Child Support Services. Pick-up schedules are subject to change as dictated by the needs of the DCSS. In the event the pick-up or drop-off day falls on a County holiday, the pick-up or drop-off will be scheduled for the next

business day. The following location has been designated as the location for pick-ups and drop-offs:

2001 Iowa Avenue

1<sup>st</sup> Floor Lobby/Reception

Riverside, CA 92507

- 1.7.2. Service packets picked up from DCSS shall be picked up and transported in a secured container, at all times.
- 1.8. CONTRACTOR shall not bill postage or mailing expense for process services to the DCSS. All postage and mailing charges shall be paid for directly by the CONTRACTOR.
- 1.9. The monthly itemized invoices are to be provided in both electronic and paper copies. The invoice must include the case name and person served, date person served, description of service and corresponding service fee in accordance to County pricing schedule and total.
- 1.10. The CONTRACTOR shall not perform services not listed on the bid form that are subject to fees or charges, without prior approval of the aforementioned Department designee.
2. E-filing Requirements
- 2.1. CONTRACTOR shall become an electronic filing recipient using the State Department of Child Support Services (CSSD) Portal for electronic delivery of service tickets and documents. Currently, CSSD loads most of the service documents to a secure server where they can be downloaded in pdf format by the service vendor. CONTRACTOR must be able to download, print, copy, and duplicate service documents, as well as, any additional documents, in full color, as requested by CSSD. At this time there is no corresponding flat file of data that accompanies the pdf documents.
- 2.2. As technology and court rules evolve to include, among other things, electronic delivery and e-filing, CONTRACTOR shall make all changes necessary to its business practice to fully incorporate these changes within sixty (60) calendar days from the date the CONTRACTOR is notified.
- 2.3. 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.
- 2.4. CONTRACTOR is required to print, sort, and assemble packets with an estimated volume of approximately, but not limited to, 5,800 to 6,800 double-sided pages per week. DCSS will train CONTRACTOR in the proper assembly of e-delivered packet.
- 2.5. CONTRACTOR shall have high quality, high volume printers and copiers.

- 2.6. CONTRACTOR shall have internet access with ability to download files from a password protected HTTPS server.
  - 2.7. CONTRACTOR shall 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.
  - 2.8. CONTRACTOR shall have e-mail communication capability so that DCSS staff can receive inquiries and forward queries regarding the status of specific service of process. The CONTRACTOR shall respond to DCSS inquiries within 24 hours.
  - 2.9. CONTRACTOR shall have and 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 Proofs of Service and Declarations. The secure website must be searchable, at a minimum, by name or case reference number.
  - 2.10. If CONTRACTOR does not have office coverage during normal business hours (8 am – 5 pm), CONTRACTOR shall be reachable by either cell phone or by pager during normal business hours.
  - 2.11. All Proofs of Service completed on e-filing shall be electronically filed with the court (including Due Diligence form) within five (5) days of mailing substituted service document.
  - 2.12. Proof of Service must have valid service address and be accepted by the court (filed). A printed copy must be submitted to DCSS for billing.
  - 2.13. CONTRACTOR shall correct all proof of service hard copy or e-filing errors, if applicable, within forty-eight (48) hours, at no additional cost to DCSS.
3. Service Packet Requirements (Non-E-Filing)
    - 3.1. DCSS will supply master service packets. CONTRACTOR shall be required to maintain copies.
    - 3.2. CONTRACTOR shall be responsible for ensuring all required state forms and handbooks are included in the packet and in designated order.
    - 3.3. The packet shall be assembled in proper format. The substituted service packet is the responsibility of the CONTRACTOR to print, copy, and mail.
    - 3.4. Proof of Service and Declarations of Due Diligence and Declarations of Non-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.

#### 4. Procedural Requirements

- 4.1. CONTRACTOR shall perform field service of civil and criminal legal documents, including, but not limited to, subpoenas, orders to show cause, and summons and complaints. Pre-service attempt telephone calls do not constitute field service or a service attempt.
- 4.2. Two original Proofs of Service shall be provided to DCSS no later than fifteen (15) calendar days for service within California, and thirty (30) calendar days for service outside of the state of California from the date of service. The Proofs of Service require original signatures of the process server. The process server signature requirement cannot be delegated or assigned to any other person.
- 4.3. The first service attempt is to be performed within seven (7) days from the date of receipt of the service packet, unless otherwise noted on the service request. First attempt date shall be documented on field notes and Declarations of Due Diligence. CONTRACTOR shall continue attempts at service until:
  - 4.3.1. Documents are served in accordance with the service request and in compliance with legal requirements;
  - 4.3.2. Time for service has expired;
  - 4.3.3. CONTRACTOR has determined that further attempts at service address supplied by DCSS or obtained by CONTRACTOR would be futile; and
  - 4.3.4. 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.
- 4.4. The service of process shall be completed within thirty (30) calendar days from the date of receipt of the service packet, which is to include service instructions. In each attempt to serve, CONTRACTOR shall perform a reasonable inquiry to verify address, including checking readily available internal sources and internal contractor databases prior to service attempt. When making a service attempt, a reasonable inquiry shall also include speaking with other household residents/co-occupants, neighbors, apartment/resident managers, current and former employers, or inquiring of co-workers, if at a business location.
- 4.5. The thirty (30) calendar day 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.

- 4.6. For successful serves, CONTRACTOR shall provide valid Proofs of Service or Sub-service (two copies with original signatures from the process server). If all service attempts have been unsuccessful within the allowed thirty (30) day timeframe, CONTRACTOR shall provide a Declaration of Non-Service (one original required) detailing all attempts of service. If service cannot be attempted due to bad address or incomplete address, or if a service attempt results in an unsuccessful serve due to bad or incomplete address, the service packet is to be returned immediately to DCSS.
- 4.7. Delivery of all Proofs of Service, Declarations of Due Diligence, and Declarations of Non-Service must comply with Contractor's Responsibilities Section.
- 4.8. 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.
- 4.9. CONTRACTOR shall provide monthly data regarding service performance, including, but not limited to:
- 4.9.1. Total attempts at services by month and document type
  - 4.9.2. Number of substitute services by month and document type
  - 4.9.3. Number of personal services by month and document type
  - 4.9.4. Number of unsuccessful services by month and document type
- 4.10. DCSS shall also have the ability to sort the resulting information by zip code of service results (first 5-digits only). This information shall be provided in electronic form compatible with Microsoft Office Excel, version 2007 or later.

## 5. Legal Requirements

- 5.1. If the vendor is physically picking up the documents, DCSS will attach to the documents to be served a "Service Instructions sheet" which will provide the CONTRACTOR with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing. DCSS shall provide special instructions for service, when applicable.
- 5.2. When the DCSS has given a serve by date notice, the CONTRACTOR shall attempt to serve or substitute serve documents by the specified date on the Services Instructions sheet.
- 5.3. The CONTRACTOR shall attempt service within five (5) business days for the in-county local service area, seven (7) business days for out of county serves and ten (10) business days for out-of-

- state serves. Attempts must be documented on field notes and signed affidavit aka the Declaration of Due Diligence.
- 5.4. Personal service shall be the primary method of service; CONTRACTOR will attempt and perform personal service by delivering the service documents to the individual designated on the service instructions.
  - 5.5. If the person being served does not admit to being the person upon whom service is intended, and the process server believes it is the intended person, the process server shall articulate in the field notes what led him/her to believe that the person being served was in fact the person upon whom service is intended.
  - 5.6. DCSS requires the CONTRACTOR to make efforts to maximize successful process of services, including attempts at different times of the day or night and different days of the week. These attempts at personal service must occur on three (3) separate days at three (3) different times of the day with at least one attempt each in the morning (before 7:00 a.m.), during the day (between 7:00 a.m. and 5:00 p.m.) and evening (after 5:00pm).
  - 5.7. Where substitute service is necessary, CONTRACTOR may only attempt service after satisfaction of the due diligence requirement from Section 415.20(b) of the Code of Civil Procedure, that include a minimum of three separate attempts of personal service. These attempts at personal service must occur on three (3) separate days, at three (3) different times of the day with at least one attempt each in the morning (before 7:00 a.m.), during the day (between 7:00 a.m. and 5:00 p.m.) and evening (after 5:00p.m.) The documents shall be substitute served on the 3rd attempt.
  - 5.8. A second copy of the substitute service is to be mailed (first class mail, postage pre-paid) to the defendant at the place where the copies were left, within five (5) days of sub-serving and in accordance with the law.
  - 5.9. Where personal service is successful, the CONTRACTOR shall return complete and accurate Proof of Service (must be Judicial Council approved form) of a professional quality, and which meets all existing legal requirements for validity, including, but not limited to, the following: date, location, manner of service; signed and dated by the service agent, stating the county in which he/she is with their registration number. In the case of substitute service, Declarations of Due Diligence will be included. The Proof of Service will be returned to the Department within five (5) business days after the service, if the service is within the local service area. Therefore, DCSS will be provided with the



statutorily mandated two (2) copies- the court copy and the Local Child Support Agency/DCSS file copy.

- 5.10. If service cannot be accomplished at the address provided, the server will attempt a reasonable inquiry to obtain a forwarding address, to include, but not limited to, checking with current residents, neighbors, apartment managers and vehicle plates. Any evidence found during reasonable inquiry must be carefully documented in field notes and a signed affidavit. The server will then attempt to make service at the new address. If additional research is needed to locate and serve the documents, the CONTRACTOR shall return the documents to DCSS within five (5) days of last attempt. DCSS will perform further research and will issue another Request for Service at the time new positive location information has been found.
- 5.11. Where personal service is not possible, CONTRACTOR shall attempt substituted service on the individuals named, which shall include the following steps:
  - 5.11.1. The service packet shall be left at the named individual's dwelling house ("usual place of abode"). Usual place of business, or usual mailing address (other than a U.S. Postal Service mailbox)
  - 5.11.2. The service packet shall 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"
  - 5.11.3. Thereafter, a second copy of the service packet is to be mailed (first-class mail, postage pre-paid) to the named individual at the place where the copies were left, within five (5) days of sub-serving
  - 5.11.4. All substituted services shall 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.
- 5.12. If all service attempts have been unsuccessful, CONTRACTOR shall return the full and intact service packet to DCSS with field notes and Declaration of Non-Service within five (5) business days of last attempt. The Declaration of Non-Service will include all pertinent information including the time, date, and place where service was made. CONTRACTOR shall provide phone

calls made, names of individuals contacted, and any other information that documents the unsuccessful attempt and facilitates future successful service.

Where service of process is not possible within thirty (30) calendar days of receipt of the service documents, CONTRACTOR shall prepare a Declaration of Non-Service. The Declaration of Non-Service must be signed under penalty of perjury by the individual who attempted service of the documents and will include the following information:

- 5.12.1. Superior Court case Caption
  - 5.12.2. Title of the documents received for service
  - 5.12.3. Location (home or business address) where attempt was made
  - 5.12.4. Date and time of the attempted service
  - 5.12.5. Name and signature of the Process Server who attempted service
- 5.13. If it appears that a successful service may not be possible, CONTRACTOR shall carefully evaluate the facts involved in the situation to determine if there is some evidence of service evasion on the part of the individual named. All such evidence shall be carefully documented in field notes that may be incorporated into the document of non-service.
- 5.14. Previous bad addresses shall only apply to residential address for a period of ninety (90) days.
- 5.15. The CONTRACTOR shall respond within twenty-four (24) hours to inquiries about the status of a service request from DCSS staff.
- 5.16. Under certain circumstances, either DCSS or the CONTRACTOR may need to arrange for special timeframes and special handling of individual cases. This shall be arranged between DCSS Project Manager and employees to be designated by the CONTRACTOR. CONTRACTOR shall provide name and contact information of designated employee.
- 5.17. CONTRACTOR may be required to establish a Child Support Enforcement (CSE) compliant computer system, readily available at time of proposal, suitable to provide data transfers pursuant to protocol established between DCSS and CONTRACTOR.
- 5.18. In the event of a change of law that reduces the time permitted for service of process, CONTRACTOR agrees to serve documents as required under the new law.
- 5.19. The CONTRACTOR shall ensure that process servers are available to testify at any courthearing in which service is contested, at no additional cost to the DCSS.

5.20. CONTRACTOR understands and agrees that authority to sign a Proof of Service or Declaration cannot be delegated or assigned to any other person, other 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.

5.21. DCSS reserves the right, upon five (5) days' 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.

## 6. Technological Requirements

6.1. Because of the volume of cases that DCSS handles, CONTRACTOR shall be technologically equipped to ensure full compliance with the terms of this Agreement. This will require internet access, printer, copier, form supplies and computer hardware, with database programs such as MS-ACCESS, or its equivalent, which can organize and keep track of case activity. In addition, CONTRACTOR must utilize Adobe Acrobat Reader for reading and printing of documents provided by DCSS to CONTRACTOR. The Adobe Acrobat Reader must remain consistent with the version being utilized by DCSS and can only be upgraded when DCSS approves.

6.2. CONTRACTOR is required to have e-mail capability so that DCSS staff can forward queries to the CONTRACTOR in regard to specific cases.

6.3. If CONTRACTOR does not have office coverage during normal business hours, CONTRACTOR shall provide alternate contact information by either cell phone, email, or by pager during all normal business hours.

6.4. All Summons and Complaints, Proofs of Service, Abstracts, Amended Proposed Judgments, Income and Expense and all associated attachments or any other documents provided by the department are electronically filed.

## 7. Quality Assurance Requirements

7.1. CONTRACTOR shall maintain a comprehensive log, database, or other records to track individual cases. Such records will be maintained for a period of five (5) years and four (4) months, after service has been accomplished or otherwise terminated.

7.2. CONTRACTOR shall maintain and provide access to database with real-time case status information for child support cases and shall include updated status on individual cases, including, but not limited to, the date each Service package was received, date of attempted service, service results, and type of service performed, (e.g., personal service or substituted service).

CONTRACTOR shall be expected to provide a continually updated database to DCSS and train staff on the tracking and status process utilized by CONTRACTOR.

8. Quality Control Requirements and Reports

The CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure DCSS a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to DCSS Project Manager for review. The plan shall include, but may not be limited to, the following:

- 8.1. CONTRACTOR shall maintain a quality control process that shall consist of actual field and/or telephone verification of an agreed upon percentage of randomly selected cases.
- 8.2. CONTRACTOR shall provide DCSS with a monthly log of the results of this quality control process.
- 8.3. Any unusual patterns of service or irregularities in services shall be reported on the Contract Discrepancy Report (“**Exhibit D**”), attached hereto and incorporated herein. The problem shall be resolved within a time period mutually agreed upon by DCSS and the CONTRACTOR.
- 8.4. CONTRACTOR shall provide a monthly report, in a format to be agreed upon, that lists serves by process server, broken down by personal and substitute services, listing the unsuccessful attempts at service and the reasons the attempts were unsuccessful.
- 8.5. Meetings, as required, shall be attended by the CONTRACTOR and DCSS with proper notice given.
- 8.6. In addition to DCSS contracting staff, other DCSS personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the CONTRACTOR’s performance of this Agreement.

9. Administrative/Physical Safeguard Requirements

9.1. Data Ownership:

- 9.1.1. CONTRACTOR shall protect the confidential or sensitive information being provided under this Agreement and treat it as the exclusive property of the County. Confidential and sensitive information shall not be made open to the public. CONTRACTOR shall take special precautions to protect County information from loss and unauthorized use, disclosure, modification, or destruction.

9.2. Incident Reporting:

9.2.1. CONTRACTOR shall notify the County within twenty-four (24) hours of any information security breach involving information accessed or obtained under this Agreement as soon as practical, but no more than three (3) business days after discovery. CONTRACTOR shall provide all appropriate information via email or in-person to facilitate the reporting requirements.

9.3. Use of Information:

9.3.1. CONTRACTOR shall agree that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the RFQ and shall agree to implement policies and procedures to ensure the confidentiality of such information. CONTRACTOR shall agree that information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form for any purpose other than identified in the RFQ.

9.4. Employee Access to Information:

9.4.1. CONTRACTOR shall keep information in the strictest of confidence and only make it available to authorized personnel on a business “need-to-know” basis and only for the purposes authorized under this Agreement. The term “need-to-know” refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.

9.5. Access Authorization Records/Access Control:

9.5.1. CONTRACTOR shall maintain records of all authorized users and authorization level of access granted to the information obtained under this agreement. CONTRACTOR shall maintain and secure any of its computer systems (network, software and applications) used in the performance of this Agreement.

9.6. Secure Areas:

9.6.1. Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this Agreement must be placed so that they may not be viewed by the public or other unauthorized persons.

9.7. Secure Storage:

9.7.1. Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in the RFQ.

9.8. Media Protection:

9.8.1. CONTRACTOR shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, taps, and cartridges in its custody.

9.9. Destruction of Records:

9.9.1. All records received by CONTRACTOR under this Agreement shall be returned or destroyed, including information stored on magnetic tapes, discs, and shredding burning, degaussing, erasing, or other certified or witnessed destruction when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of Agreement.

10. Information Security Requirements

In performance of this Agreement, the CONTRACTOR agrees to comply with and assume responsibility for, compliance by, his or her employees, with the following requirements:

10.1. IRS Safeguarding

10.1.1. All work shall be performed under the supervision of the CONTRACTOR or the CONTRACTOR's responsible employees.

10.1.2. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner, to any person, except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the CONTRACTOR is prohibited.

10.1.3. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material. Under no circumstances shall CONTRACTOR or CONTRACTOR' employees leave returns unattended or unsecured.

10.1.4. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the Internal Revenue Service (“IRS”).

10.1.5. The CONTRACTOR shall maintain a list of employees authorized access to returns and return information. Such list will be provided to DCSS and, upon request, to the IRS reviewing office.

10.1.6. DCSS shall have the right to void this Agreement if the CONTRACTOR fails to provide the safeguards described above.

10.1.7. The CONTRACTOR shall include any additional safeguards that may be appropriate.

10.2. Criminal/Civil Sanctions

10.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein, constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

10.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone without an official need to know, constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees]

in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus punitive damages in the case of a willful inspection or disclosure, which is the result of gross negligence, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

10.2.3. Additionally, it is incumbent upon the CONTRACTOR to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CONTRACTOR by 5 U.S.C. 552a(m)(1), which provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

10.2.4. Granting a contractor access to Federal Tax Information (FTI) must be preceded by certifying that each individual understands DCSS's security policy and procedures for safeguarding IRS information. CONTRACTOR must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in DCSS's files for review. As part of the certification and at least annually afterwards, CONTRACTOR should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 9.2.1) For both the initial certification and the annual certification, the CONTRACTOR should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### 10.3. Site Visits



10.3.1. The IRS and DCSS shall have the right to send its officers and employees into the offices and plants of the CONTRACTOR for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the CONTRACTOR is found to be noncompliant with contract safeguards.

10.4. Electronic Transmissions

10.4.1. All confidential information transmitted by CONTRACTOR over a public network shall be encrypted.

10.5. Unique Identification

10.5.1. UNIQUE IDENTIFICATION: CONTRACTOR network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this Agreement.

10.6. Change Control

10.6.1. All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this Agreement must be approved by DCSS in writing prior to implementation.

10.7. Screen-Locking

10.7.1. Computers capable of accessing information for the performance of this Agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel.

10.8. Auditing

10.8.1. CONTRACTOR shall maintain an audit trail and record data regarding access of authorized users and authorization level of access granted to information, based on job function. Said logs shall be made available to DCSS Project Manager upon request.

**EXHIBIT B  
PAYMENT PROVISIONS**

Standard Service Document/Packet (One flat fee)	Successful Service (Personal Serve/Substitute Service)	Non-Service (Bad Address or unable to locate or sub-serve individual)
Riverside County	\$38.00	\$38.00
Los Angeles County	\$38.00	\$38.00
Orange County	\$38.00	\$38.00
San Bernardino County	\$38.00	\$38.00
All other CA Counties	\$55.00	\$55.00
All other States outside of CA/Interstate	\$60.00	\$60.00
Serving Detention Facility and Military Facility in CA	\$60.00	\$60.00
Printing Packets	\$5.00	\$5.00

**Rural Fees**

Remote area service fees will not be charged without authorization. Fees will apply to select rural/remote service locations. A rural/or remote location is any population, housing, or territory NOT in an urban area. Urban areas are populations of 50,000 or more.

The remote area/rural fees WILL NOT be charged without prior written consent/authorization from the requesting COUNTY staff member. Rural fees range from \$20 up to \$90 depending on the remote location.

# 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

**EXHIBITD**  
**CONTRACT DISCREPANCY REPORT**

Date Prepared:

Date Returned by Contractor:

Date Action Completed:

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_