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

ITEM: 3.34
(ID # 28788)
MEETING DATE:
Tuesday, December 09, 2025

FROM : PUBLIC SOCIAL SERVICES

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approve the Professional Services Agreements for Court Process Server services with Omni Pro, Inc., DPSS-0005437, effective upon execution through June 30, 2030, for an aggregate amount of $90,000; and ratify and approve the Team Legal, Inc., DPSS-0005438, effective October 1, 2025 through June 30, 2030, for an aggregate amount of $360,000; All Districts. [Total Aggregate Cost $450,000; up to $90,000in additional compensation, Funding: Federal 54%, State 18%, Realignment 28%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Professional Service Agreement DPSS-0005437 with Omni Pro, Inc. to provide Court Process Server services in the aggregate amount of $90,000 effective upon signature through June 30, 2030; and authorize the Chair of the Board to sign the agreement on behalf of the County;
2. Ratify and Approve Professional Service Agreement DPSS-0005438 with Team Legal, Inc. to provide Court Process Server services in the aggregate amount of $360,000 effective October 1, 2025, through June 30, 2030; and authorize the Chair of the Board to sign the agreement on behalf of the County;
3. 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 Agreements DPSS-0005437 and DPSS-0005438 including modifications of the statements of work that stay within the intent of the agreements; and (c) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the individual agreements; and,
4. Authorized the Purchasing Agent to issue Purchase Orders for any goods and/or services rendered

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	None
Date:	December 9, 2025
xc:	DPSS

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$67,500	$95,625	$450,000	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: Federal 54%, State 18%, Realignment 28%	**Budget Adjustment:** No
	For Fiscal Year: 25/26 - 29/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This board action approves the Professional Services Agreement DPSS-0005438 with Team Legal, Inc., to provide Court Process Server services for an aggregate amount of $360,000, effective October 1, 2025 through June 30, 2030; and approves Professional Service Agreement DPSS-0005437 with Omni Pro, Inc. to provide Court Process Server services for an aggregate amount of $90,000, effective upon execution through June 30, 2030. These agreements will provide Court Process Server services for court actions performed on behalf of the clients of the Children's Services Division (CSD), Adult Services Division (ASD), In-Home Support Services (IHSS), and the Recovery Collections Unit (RCU) of the Department of Public Social Services (DPSS).

The court actions performed on behalf of the clients of the Children's Services Division (CSD), Adult Services Division (ASD), In-Home Support Services (IHSS), and the Recovery Collections Unit (RCU) of DPSS concern the separation of parental rights; declaration of dependency; and recovery of overpayments from assistance violations involving small claims filings that include, but are not limited to, initial filings, Orders of Examination (ORAPS), writs of Execution throughout Riverside, San Bernardino, Orange, Los Angeles, San Diego, Imperial Counties, other counties within the State of California, but outside of the listed areas, and outside of the State of California, but within the United States.

Impact on Residents and Businesses

The Court Process Server services provide services to clients who are involved with the Children's Services Division (CSD), Adult Protect Services (ASD), In-Home Support Services (IHSS), and the Recovery Collections Unit who have an open Dependency case.

Court servers ensure that individuals who commit abuse and/or neglect of children, youth, adults, and/or seniors are served with court summons. Additionally, court servers ensure to summon individuals who cause waste and abuse of welfare services.

For the Recovery Collections Unit, the services provided include former benefit recipients who incurred overpayments in various public assistance programs and have failed to repay the debt or establish a repayment plan.

Additional Fiscal Information

The total annual payments shall not exceed:

	Omni Pro, Inc. DPSS-0005437	Team Legal, Inc. DPSS-0005438
FISCAL YEAR PERIOD	**ANNUAL PAYMENT**	**ANNUAL PAYMENT**
October 1, 2025 through June 30, 2026	$13,500.00	$54,000.00
July 1, 2026 through June 30, 2027	$19,125.00	$76,500.00
July 1, 2027 through June 30, 2028	$19,125.00	$76,500.00
July 1, 2028 through June 30, 2029	$19,125.00	$76,500.00
July 1, 2029 through June 30, 2030	$19,125.00	$76,500.00
Total	**$90,000.00**	**$360,000.00**

Contract History and Price Reasonableness

The Purchasing Department on behalf of the Department of Public Social Services issued Request for Proposal (RFP) DPARC-0660 for Court Process Server services. The RFP notification was viewed by thirty-three (33) vendors, and a total of two (2) bidders submitted bid responses. The proposals were carefully reviewed by an evaluation team consisting of personnel from the Department of Public Social Services. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, clarifications/ exceptions/ deviations, and credentials/ resumes/ licenses/ certifications.

Based on the overall summation, it is recommended that contracts be awarded to Omni Pro, Inc. and Team Legal, Inc., as the most responsive, and responsible bidders for this project.

ATTACHMENTS:

Attachment A: Professional Services Agreement DPSS-0005437 with Omni Pro, Inc. for Court Process Server Services

Attachment B: Professional Services Agreement DPSS-0005438 with Team Legal, Inc. for Court Process Server Services

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 11/7/2025

Stacey Pena
Stacey Pena, EO Management Analyst 11/19/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 11/18/2025

County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503

and

Omni Pro, Inc.
DPSS-0005437
Court Process Server



County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503

and

Team Legal, Inc.
DPSS-0005438
Court Process Server



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List of Attachments
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Attachment II – Assurance of Compliance
Attachment III – DPSS 2076A, DPSS 2076B & Instructions

This Ratification Agreement is made and entered into by and between Team Legal, Inc., a California Corp (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS
   A. "ADVANCE FEE" refers to advance payments provided to third party agencies for services.
   B. "AGREEMENT" refers to the terms and conditions, schedules, and attachments included herein.
   C. "AIRO" is an abbreviation for the APS Initiated Restraining Order.
   D. "APS" is an abbreviation for Adult Protective Services.
   E. "ASD" is an abbreviation for the Adult Services Division within DPSS.
   F. "CONTRACTOR" refers to Team Legal, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
   G. "COUNTY" refers to the County of Riverside.
   H. "CSD" is an abbreviation for the Children Services Division within DPSS.
   I. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
   J. "NORMAL SERVICES" means three (3) attempts of services within ten (10) days.
   K. "REPEAT SERVICE ATTEMPT" means completion of four (4) or more attempts within ten (10) days with approval.
   L. "RCU" is an abbreviation for Recovery Collections Unit.
   M. "SAME DAY SERVICE" means service completed within the same day of receipt of the request (usually a special rush order request).
   N. "SUB-SERVICE" or "Sub-Serve" refers to serving someone, other than the person for whom the service is intended, as long as the recipient is over the age of eighteen years old.
   O. "SUBCONTRACT" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
   P. "SUBCONTRACTOR" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

2. DESCRIPTION OF SERVICES
CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I, PII Privacy and Security Standards, Attachment II, Assurance of Compliance, and Attachment III, DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE
This Agreement shall be effective and Ratified to October 1, 2025 and continue through June 30, 2030, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION
COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, "Payment Provisions." 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTACTOR's expenses related to this Agreement. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS
The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION
A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and 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 an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

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

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.

B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.

D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT
Not Applicable under this agreement as CONTRACTOR will not have access to health information.

14. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.

B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION
CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action.

CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

16. INSURANCE

A. 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.

B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY 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 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 coverages 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 to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

F. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

I. 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.

J. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

17. WORKER'S 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. Policy shall name the COUNTY as Additional Insureds.

18. VEHICLE LIABILITY

If vehicles or mobile equipment are 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.

19. 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 $2,000,000 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.

20. PROFESSIONAL LIABILITY
Not Applicable under this agreement as CONTRACTOR will not provide health services or consulting services.

21. CYBER LIABILITY
CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

22. EXCESS/UMBRELLA LIABILITY INSURANCE
If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

23. INDEPENDENT CONTRACTOR
It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick

leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

24. USE BY POLITICAL ENTITIES
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 entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

25. LICENSES AND PERMITS
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

26. NO DEBARMENT OR SUSPENSION
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

27. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES
CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

28. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

(1) All staff who work full or part-time positions by title, including volunteer positions;

(2) A brief description of the functions of each position and hours each position worked;

(3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

29. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11163.6; 11164-11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

30. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

31. LOBBYING

A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and

contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

33. SUBCONTRACTS

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

A. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY

34. NO OFFSHORE WORK OR SERVICES

CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or

subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

35. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

36. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

37. 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.

38. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

39. DISPUTES

A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. 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.

40. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

41. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Client Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

https://www.cdss.ca.gov/Portals/9/Additional-Resources/Forms-and-Brochures/2020/M-P/PUB13.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Office of Civil Rights Compliance (OCRC)
Riverside County Department of Public Social Services
4060 County Circle Dr.
Riverside, CA 92503
DPSSCivilRights@Rivco.org

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act f 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

(1) Denying a participant any service or benefit or availability of a facility.

(2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

(3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency
CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

42. NOTICES
All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:
Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503
OperatingServicesContractPayments@rivco.org

CONTRACTOR:
Team Legal, Inc.
25876 The Old Road, Suite 314
Valencia, CA 91381

CONTRACTOR “Remit To” address:
Team Legal, Inc.
25876 The Old Road, Suite 314
Valencia, CA 91381

43. SIGNED IN COUNTERPARTS
This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

44. ELECTRONIC SIGNATURES

Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

45. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

46. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

(Signatures to follow on next page)

Authorized Signature for Team Legal, Inc.	Authorized Signature for County
	V. Manuel Perez
Printed Name of Person Signing: Vincent Batza	Printed Name of Person Signing: V. Manuel Perez
Title: President	Title: Chairman of the Board of Supervisors
Date Signed: 11/05/2025	Date Signed: 12/09/2025

ATTEST:
Clerk of the Board
Whitney Mayo, Deputy
By: _____

Approved as to Form
Minh C. Tran
County Counsel
Katherine Wilkins
By:_____
Katherine Wilkins
Deputy County Counsel
Date: 11/12/2025

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

A. The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
October 1, 2025 through June 30, 2026	$54,000.00
July 1, 2026 through June 30, 2027	$76,500.00
July 1, 2027 through June 30, 2028	$76,500.00
July 1, 2028 through June 30, 2029	$76,500.00
July 1, 2029 through June 30, 2030	$76,500.00
Total	$360,000.00

B. Funds may be shifted between Fiscal years, with DPSS approval, as long as the maximum reimbursable amount is not exceeded.

A.2 UNIT OF SERVICE/COST RATE

A. Payment will be based on the unit cost per service (or sub-service) for each geographical area identified as follows:

Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County

Normal Service	$55.00
Same Day Service	$90.00
Repeat Service Attempt	$55.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$60.00 per hour

Imperial County

Normal Service	$85.00
Same Day Service	$125.00
Repeat Service Attempt	$85.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$60.00 per hour

Other Counties, within the State of California, outside the above listed areas

Normal Service	$85.00
Same Day Service	$125.00
Repeat Service Attempt	$85.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$60.00 per hour

Outside of the State of California, but within the continental United States

Normal Service	$125.00
Same Day Service	$175.00
Repeat Service Attempt	$125.00

Advance Fee	$0.00

Service to Correctional Facilities and Courts Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County

Normal Service	$125.00
Same Day Service	$175.00
Repeat Service Attempt	$125.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$60.00 per hour

Service to Correctional Facilities and Courts Other Counties within the State of California, outside the above listed areas

Normal Service	$125.00
Same Day Service	$175.00
Repeat Service Attempt	$125.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$60.00 per hour

Additional Services, for WRITs and Levies in Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County or other

Service Fee	$250.00
Sheriff's Fee	$0.00
Other	$0.00

Rural Fees (populations under 50,000) $25.00 - $250

E-file and/or fax file documents to courts - $5.00 per page submitted

B. Rural Fees

1. 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.

2. The remote area/rural fees WILL NOT be charged without prior written consent/authorization from the requesting COUNTY staff member (a copy of said consent/authorization will be attached to the subsequent invoice for proof of accounting if required).

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR shall be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.

1. CONTRACTOR shall submit a monthly invoice showing Program served, unit rate, service type (normal, same day or repeat service attempt) E-File or fax file pages submitted, and geographical area, including county and state.

2. CONTRACTOR shall submit a monthly report in Excel format that includes the following:
   a. Filing Fees
   b. Invoice #
   c. Case #
   d. Department
   e. First Name
   f. Middle Initial
   g. Last Name
   h. Address
   i. City
   j. State
   k. Zip
   l. Received date
   m. Served date
   n. Billing Item
   o. Type of Service
   p. Attempt #
   q. Cost

3. Copy of invoice or receipt shall be the required supporting documentation to justify Advance Fees.

B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).

D. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CONSUMER PRICE INDEX

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 COUNTY. 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 secure such adjustment. 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 this Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

A.5 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has

been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.6 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Schedule B
Scope of Services

SCOPE OF SERVICES

B.1 DPSS RESPONSIBILITIES

DPSS shall:

A. Assign staff to be the liaison between DPSS and the CONTRACTOR.

B. Monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

C. Attach the completed signed EA-200 Proof of Personal Service (Elder or Dependent Adult Abuse Prevention) Welfare & Institutions Code, 15657.03 **Exhibit B** for all ASD services**.** This page shall be complete with "Attorney or Party without Attorney" information, servers Information to include county and registration number, name and signature, with the correct address of the appropriate court location as referenced below:

Superior Court of California, County of Riverside:
Palm Springs – 3255 E. Tahquitz Canyon Way., Palm Springs, CA 92262
Riverside – 4050 Main Street, Riverside, CA 92501
Temecula – 41002 County Center Drive, Ste 100, Temecula, CA 92591

D. Mail, by certified mail, court-ordered notices to defendants in correctional facilities for ASD services not accepting personal or substitute service.

E. Attach the Proof of Service under Section 366.26 of the Welfare and Institutions Code cover page, attached hereto as **Exhibit C** and incorporated herein by this reference, to each service request. The cover page should have the "Attorney or Party without Attorney" information completed with the correct address of the appropriate court location.

F. Mail, by certified mail, court-ordered notices to CSD clients in correctional facilities not accepting personal or substitute service.

G. Include, for all services from other DPSS divisions: The noticing department division name, point of contact information, and associated PO number on each service request. The request shall have complete serve information with the correct address of the appropriate court location.

B.2 CONTRACTOR RESPONSIBILITIES

CONTRACTOR Shall:

A. Assign staff to be liaison between CONTRACTOR and DPSS.

B. Adhere to Personal Process or Substitute Service Requirements. CONTRACTOR shall be solely responsible for ensuring that all services provided under this Agreement, including service of process, are performed in full compliance with all applicable federal, state, and local laws, rules of court, and regulations governing service of process in the State of California.

CONTRACTOR represents and warrants that it is knowledgeable in and will adhere to all legal requirements relating to the manner, timing, documentation, and proof of service, including but not limited to California Code of Civil Procedure and any applicable court rules. CONTRACTOR shall be responsible for any damages, costs, or delays resulting from improper or defective service of process.

CONTRACTOR shall, upon request, provide complete and accurate proof of service or sworn affidavit detailing the manner and circumstances of service. In the event the validity or sufficiency of service is contested, CONTRACTOR shall, at no additional cost to COUNTY, cooperate fully and provide any necessary declarations, affidavits, or testimony (either written or in-person) to establish that service was properly effectuated in compliance with applicable law. CONTRACTOR shall maintain adequate records of all service attempts and communications to support such testimony.

Sample Judicial Council Proof of Service forms are attached to this Agreement for reference purposes only. CONTRACTOR acknowledges that such samples are provided as examples and may not reflect the most current versions of the required forms. CONTRACTOR shall be solely responsible for determining and using the correct and most up-to-date Judicial Council forms, or any other forms required by law or local rule, for each type of service performed. CONTRACTOR shall monitor and comply with all updates or revisions to such forms as issued by the Judicial Council of California or applicable courts.

C. Receive work assignments from CSD, ASD, or IHSS, RCU/Revenue & Recovery electronically via encrypted email, facsimile or web portal.

D. Provide Elder or Dependent Adult Abuse Restraining Orders, including the APS Initiated Restraining Order (AIRO).

E. Provide County prosecution and defense of County actions including, but not limited to, code enforcement, eminent domain, tort and other litigation cases filed by or against the County.

F. Collect overpayments from temporary assistance violations involving small claims filings that include, but are not limited to:
   1. Initial filings
   2. Orders of Examination (ORAPS)
   3. Writs of Execution throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange, and other areas within the State of California or the continental United States.

G. Provide services related to juvenile court matters throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange Counties, and other areas within the State of California or the continental United States.

H. Provide service of process on court-ordered notices within the time frame prescribed by all applicable federal, state, and local laws, rules of court, and regulations governing service of process in the State of California. Notices include, but are not limited to, notices for hearings, temporary restraining orders, subpoenas, delivery of legal documents, garnishments, Levy/Earnings Withholding Order (EWO) and Writ services, or other matters of the court.

I. Adhere to the California Business and Professions Code Section 22350 and 22353 relating to certifications and qualifications for person performing court process serving.

J. Conduct the service of process in a courteous and professional manner, as a representative of the court and DPSS. The CONTRACTOR shall exercise the highest degree of professionalism in all interactions with clients, the party located, and others with whom they come in contact during the service. This includes the ability to be discreet in dealing with confidential information.

K. Identify himself/herself to the party receiving the service of process, on request, by showing their Identification Card provided by the CONTRACTOR.

L. Provide process services within the following geographical areas or outlying areas by special arrangement:

   a. Riverside County
   b. San Bernardino County
   c. Orange County
   d. Los Angeles County
   e. San Diego County
   f. Imperial County
   g. Rural/Remote Areas (any population, housing, or territory NOT in an urban area. Urban areas are populations of 50,000 or more, as reported by the most recent Census data).
   h. Other counties within the State of California, but outside of the above listed areas
   i. Outside of the State of California, but within the continental United States.

M. Be available to provide process services 24-hours-per-day, seven (7) days-a-week, as necessary to ensure service is effective within the prescribed timeframe as mandated by law.

N. Provide immediate same-day service of process on court-ordered restraining orders, or other court matters, as requested in writing by the County for “Same Day Service”.

O. Complete three (3) attempts of services within ten (10) days of pick-up of the court documents for service or receipt of encrypted email, facsimile or web portal orders for “Normal Services”.

P. Perform substitute service when appropriate. Substituted service (sub-serve) is permitted when the individual party to be served is unavailable. Substituted service allows the process server to leave service documents with another responsible and competent person who is at least 18 years of age and living at the residence with the person to be served; or with a person who is in charge of receiving legal documents; or mail at the defendant’s primary place of business or employment. A second copy must be sent, by first class mail, in an envelope addressed to the defendant at the address where the first notice was delivered. Restraining orders must be personally served on all attempts and may not be substitute served.

Q. Provide Advance Payments to third party agencies for payment through “Advance Fees” for Advance Fee.

R. Wait or stake out a location, including Correctional Facilities, in order to identify and/or observe the servee to effect service in the Surveillance/Wait Time/Stakeout process. Surveillance will only be conducted upon prior authorization from the requesting party and the Chief Deputy County Counsel. Authorization must be provided in writing and signed by the requesting party

and Chief Deputy County Counsel; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

S. Perform specific/special task to effect service that would not ordinarily occur in the normal serving of process in the Special Handling process. (i.e., County requests that service be affected on a certain day at a certain time.) Special handling will not be charged without prior authorization from requesting party and the Chief Deputy County Counsel. Authorization must be provided in writing and signed by the requesting party and Chief Deputy County Counsel; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

T. Participate in Joint Operation Meetings (JOMs) held between the CONTRACTOR and DPSS. JOMs will be held bi-annually or upon an agreed frequency for Joint Operation Meetings.

U. Adult Services Division Court Server Process

a. Receive work assignments from ASD electronically via encrypted email, facsimile or web portal, or pick-up from County of Riverside, County Counsel Office, 3960 Orange Street, 5th floor, Riverside, CA 92501.

b. Sign, date, and return the cover sheet to DPSS Noticing Clerk as proof of receipt.

c. Serve documents no later than 5 days prior to hearing, unless court has approved request to give less than five days' notice.

d. Complete and deliver EA-200 Proof of Personal Service (Elder or Dependent Adult Abuse Prevention) **(Exhibit B**) or applicable Non-Service Report MC-030 (Exhibit A) to designated County Counsel Representative at the designated address 3960 Orange Street, 5th floor, Riverside, CA 92501, within three (3) days of service of action upon completion of service.

e. Include, DPSS ASD Contract Support at: dpss_asd_contract_support@rivco.org with updates of actions in **#4.**

f. Current working hours for pick up and drop off locations for Riverside County are from 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, attached hereto as **Exhibit O**, and incorporated herein by this reference.

V. Children's Services Division Court Server Process

1. Receive work assignments from CSD electronically via encrypted email, facsimile or web portal.

2. Sign, date and return the cover sheet to DPSS Noticing Clerk as proof of receipt.

3. Serve documents within ten (10) days of receipt of assignments.

4. Complete and deliver Proof of Service (JV-310) **(Exhibit C)** or applicable non-service report **(Exhibit O)**, along with the original Notice of Hearing on Selection of a Permanent

Plan JV-300 **(Exhibit D)**, upon completion of service to the designated County Counsel Representative at the designated addresses below, within three (3) days of service of an action:

Riverside County Counsel
9991 County Farm Road, Suite 113
Riverside, CA 92503; or

Southwest County Counsel
30755-D Auld Road, Suite 2221
Murrieta, California 92563; or

Indio County Counsel
82995 Hwy 111, Suite 201
Indio, California 92201

5. Complete the Proof of Service—Juvenile JV-510, **(Exhibit E)**, for each process served.

   a. Deliver the Proof of Service—Juvenile JV-510 **(Exhibit E)** along with the original Notice of Hearing and Temporary Restraining Order—Juvenile JV-250 **(Exhibit F)**, Visitation (Parenting Time) Order—Juvenile JV-205 **(Exhibit G)**, and Reasons for No or Supervised Visitation—Juvenile JV-206 **(Exhibit H)** to the designated County Counsel Representative within three (3) days of service of an action.

6. Deliver the Proof of Service—Juvenile JV-510 **(Exhibit E)** along with the Request and Order to Continue Hearing JV-251 **(Exhibit I)** to the designated County Counsel Representative within three (3) days of service of an action, if a request to continue the temporary restraining order hearing is granted.

   a. County Counsel may schedule additional pick-up as required.

W. Recovery Collections Unit Court Server Process

1. Receive work assignments, SC-100 **(Exhibit M)** or SC-100A **(Exhibit N)**, from RCU electronically via encrypted email, facsimile or web portal.

2. Sign, date and return the cover sheet to the Financial Accounting Section, Legal Desk as proof of receipt.

3. Serve documents within ten (10) days of receipt of assignments.

4. Deliver Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** to the Financial Accounting Section, Legal Desk upon completion of service.

5. Complete the Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** for each process served.

a. Deliver the Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** to the Financial Accounting Section, Legal Desk within three (3) days of service of an action to:

Recovery Collections Unit
Legal Desk
4060 County Circle Drive, First Floor
Riverside, CA 92503
FAX: 951.358.3406

b. A list of addresses for courts in Riverside is attached hereto as **Exhibit P** and incorporated herein by this reference.

6. Conduct registered process server Levy/Earnings Withholding Orders (EWO) and Writ services. This shall include trips to the Sherriff office, mailing notifications and other paperwork needed.

7. Perform special/specific services that would not ordinarily occur in the normal serving process. Special requests will not be charged without prior authorization in writing from requesting party and Program Development Region. Authorization must be provided in writing and signed by the requesting party and Program Development Region – Regional Manager or CSD Deputy Director; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

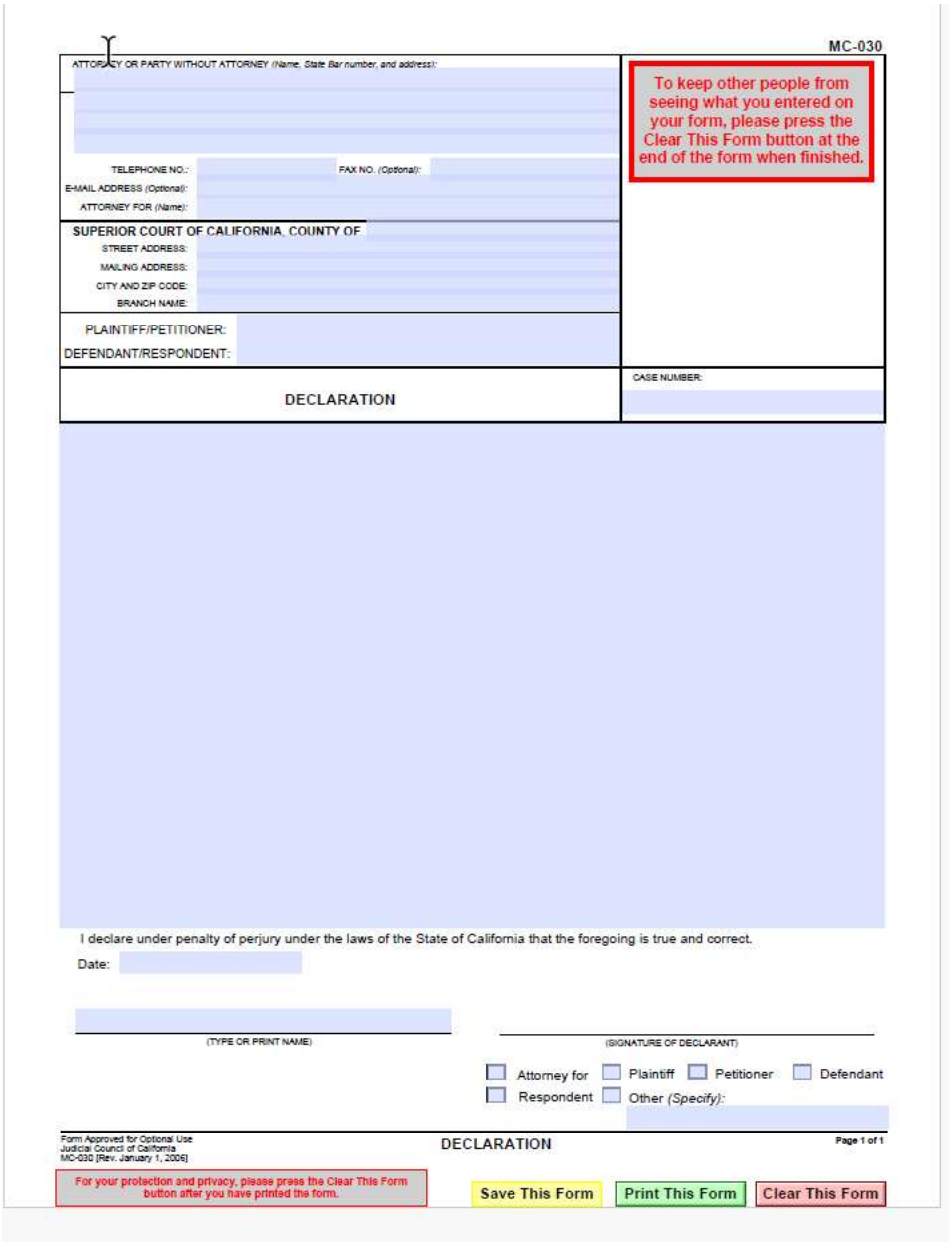
8. The liaison for the Recovery Collections Unit office may schedule additional pick-ups, at one of the Riverside County Courts listed in **Exhibit P**, as required.

9. Current working hours for pick up and drop off locations for Riverside County are from 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, attached hereto as **Exhibit Q**, and incorporated herein by this reference.

X. Make available the following on a secured online system:
   a. Orders
   b. Proof of Service - Document efforts on worksheet or online through portal within 24 business hours.
   c. Electronic Document Transfer

Y. REPORTING
   a. QUARTERLY REPORTS
      i. Quarterly, cumulative reports shall be provided to DPSS Adult Services Division (ASD) within thirty (30) days following the end of the quarter in which the services were provided. Reports must be submitted to dpss_asd_contract_support@rivco.org and must include the following information:
         1. The number of notices served on the first attempt
         2. Number of successful 2nd attempts to serve notices
         3. Number of successful 3rd attempts to serve notices
         4. Number of successful 4th and any additional attempts to serve notices;
         5. The number of failed notices;
         6. Summary report of notices delivered by county.

Exhibit A – MC-030 Non-Service Report



MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

TELEPHONE NO.: FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

PLAINTIFF/PETITIONER:
DEFENDANT/RESPONDENT:

To keep other people from seeing what you entered on your form, please press the Clear This Form button at the end of the form when finished.

DECLARATION

CASE NUMBER:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Attorney for Plaintiff Petitioner Defendant
Respondent Other (Specify):

Form Approved for Optional Use
Judicial Council of California
MC-030 [Rev. January 1, 2006]

DECLARATION

Page 1 of 1

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Save This Form Print This Form Clear This Form

Exhibit B – EA-200 Proof of Personal Service

EA-200 **Proof of Personal Service**

Clerk stamps date here when form is filed.

(1) **Elder or Dependent Adult**
Name: _____

(2) **Person From Whom Protection Is Sought or Person Alleged to Be Preventing Contact**
Name: _____

(3) **Notice to Server**



The server must:
- Be 18 years of age or older.
- Not be listed in items (1), (3), or (6) of form EA-100 or be listed in items (1), (2), (3), or (4) on form EA-300.
- Give a copy of all documents checked in (4) to the person in (2). (You cannot send them by mail.) Then complete and sign this form and give or mail it to the person in (1).

Fill in court name and street address:
Superior Court of California, County of

Court fills in case number when form is filed.
Case Number:

PROOF OF PERSONAL SERVICE

(4) I gave the person in (2) a copy of the forms checked below:
a. ☐ EA-109, *Notice of Court Hearing*
b. ☐ EA-110, *Temporary Restraining Order*
c. ☐ EA-100, *Request for Elder or Dependent Adult Abuse Restraining Orders*
d. ☐ EA-120, *Response to Request for Elder or Dependent Adult Abuse Restraining Orders* (blank form)
e. ☐ EA-120-INFO, *How Can I Respond to a Request for Elder or Dependent Adult Abuse Restraining Orders?*
f. ☐ EA-130, *Elder or Dependent Adult Abuse Restraining Order After Hearing*
g. ☐ EA-250, *Proof of Service of Response by Mail* (blank form)
h. ☐ EA-800, *Receipt for Firearms, Firearm Parts, and Ammunition* (blank form)
i. ☐ EA-300, *Request for Elder or Dependent Adult Restraining Order Allowing Contact*
j. ☐ EA-309, *Notice of Court Hearing to Allow Contact*
k. ☐ EA-320, *Response to Request for Elder or Dependent Adult Restraining Order Allowing Contact* (blank form)
l. ☐ EA-320-INFO, *How Can I Respond to a Request for an Elder or Dependent Adult Restraining Order Allowing Contact?*
m. ☐ EA-330, *Elder or Dependent Adult Restraining Order Allowing Contact After Hearing*
n. ☐ Other *(specify):* _____

(5) I personally gave copies of the documents checked above to the person in (2):
a. On *(date):* _____ b. At *(time):* _____ ☐ a.m. ☐ p.m.
c. At this address: _____
City: _____ State: _____ Zip: _____

Case Number:

6 Server's Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

(If you are a registered process server):

County of registration: _____ Registration number: _____

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

Type or print server's name *Server to sign here*

Exhibit C – Proof of Service (JV-310)

JV-310

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NUMBER:	FOR COURT USE ONLY
NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (*name*):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CASE NAME:	
PROOF OF SERVICE UNDER SECTION 366.26 OF THE WELFARE AND INSTITUTIONS CODE	CASE NUMBER:

1. I served a copy of the attached *Notice of Hearing* under section 366.26 on *(identify name and relationship to child below):*
   a. Name of person served:
   b. ☐ Mother ☐ Legal/Presumed father ☐ Alleged father ☐ Guardian ☐ Child 10 or over ☐ Present custodian ☐ Grandparent ☐ Counsel of record
2. *Manner of service (check proper box):*
   a. ☐ **Personal service.** By personally delivering a copy to the person served.
      (1) Date of service: (2) Time of service:
   b. ☐ **Substituted service.** By delivering copies to a competent adult at the usual place of residence or business of the person served, and thereafter mailing a copy by first-class mail to the person at the place where the copy was delivered.
      (1) Name of person with whom left:
      (2) Date and time of leaving:
      (3) Date of mailing:
      (4) Place of mailing *(city and state):*
   c. ☐ **Certified mail to residence or business.** *(Attach evidence of mailing.)*
   d. ☐ **Certified mail to counsel of record.** *(Attach evidence of mailing.)*
   e. ☐ **First-class mail.** By placing copies in a sealed envelope and depositing the envelope ☐ directly in the United States mail with postage paid OR ☐ at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar.
      (1) ☐ To residence *(address):*
      (2) ☐ To business *(address):*
      (3) Date of deposit:
      (4) Place of deposit *(city and state):*
   f. ☐ **First-class mail to grandparent.**
      (1) Addressed as follows *(name and address):*
      (2) Date of deposit:
      (3) Place of deposit *(city and state):*
   g. ☐ **Publication.** *(Attach evidence of publication.)*
   h. ☐ **Electronic Service** *(electronic service address):*
   i. ☐ **Other:**
3. At the time of service I was at least 18 years of age. If service was made in person or by mail, I am not a party to this matter. I am a resident of or employed in the county where the service occurred. My residence or business mailing address, or my electronic service address is *(specify):*

(specify):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE)

Form Adopted for Mandatory Use
Judicial Council of California
JV-310 [Rev. January 1, 2019]

PROOF OF SERVICE UNDER SECTION 366.26 OF THE WELFARE AND INSTITUTIONS CODE

Code of Civil Procedure, § 1013a;
Welfare and Institutions Code, §§ 366.23, 366.26;
Cal. Rules of Court, rules 5.504, 5.725
www.courts.ca.gov

Exhibit D – Notice of Hearing on Selection of a Permanent Plan (JV-300)

JV-300

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:	*FOR COURT USE ONLY*
TELEPHONE NO.: FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CASE NAME:	
NOTICE OF HEARING ON SELECTION OF A PERMANENT PLAN	CASE NUMBER:

NOTICE TO *(name and address)*:

—IMPORTANT NOTICE—

A hearing under Welfare and Institutions Code section 366.26 has been set for the date and time below. At the hearing the court may terminate parental rights and free the child for adoption, order tribal customary adoption, establish legal guardianship, or place the child in a planned permanent living arrangement. You have the right to be present at this hearing and have an attorney represent you.

1. A hearing will be held

on *(date)*:	at *(time)*:	in Dept.:	Room:

located at ☐ court address above ☐ other *(specify address)*:

2. At the hearing, the court will consider the recommendation of the social worker or probation officer and make an order concerning the following children *(names)*:

3. **THE ☐ SOCIAL WORKER ☐ PROBATION OFFICER RECOMMENDS**
   a. ☐ Termination of parental rights and implementation of a plan of adoption.
   b. ☐ Tribal customary adoption.
   c. ☐ Establishment of a legal guardianship.
   d. ☐ Identified placement with a specific goal *(specify)*:

4. **TO THE PARENTS, GUARDIANS, AND CHILDREN:**
   a. **You have the right to be present at the hearing, to present evidence, and to be represented by an attorney. In a dependency matter, the court will appoint an attorney for you if you cannot afford one.**
   b. Prior to the hearing, the social worker or probation officer will prepare an assessment report with recommendations. Parents and guardians must be provided with a copy of this report. The ☐ social worker's ☐ probation officer's report dated: ☐ is ☐ is not attached.
   c. If the court orders termination of parental rights, the order may be final.
   d. The court will proceed with this hearing whether or not you are present.

Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF PETITIONER)

Request for Accommodations
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to *www.courtinfo.ca.gov/forms* for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

Form Adopted for Mandatory Use
Judicial Council of California
JV-300 [Rev. July 1, 2010]

NOTICE OF HEARING ON SELECTION OF A PERMANENT PLAN

Welfare and Institutions Code, §§ 366.24, 366.26, 727.3–727.4;
Cal. Rules of Court, rule 5.725
www.courts.ca.gov

Exhibit E – Proof of Service – Juvenile (JV-510)

JV-510

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER:	FOR COURT USE ONLY
NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (*name*):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:		
CASE NAME:		
PROOF OF SERVICE—JUVENILE		CASE NUMBER:

I served a copy of the *(name of document)* on *(hearing date, if applicable)* on the following persons or entities by personally delivering a copy to the person served, OR by delivering a copy to a competent adult at the usual place of residence or business of the person served and thereafter mailing a copy by first-class mail to the person served at the place where the copy was delivered, OR by placing a copy in a sealed envelope and depositing the envelope directly in the U.S. mail with postage prepaid or at my place of business for same-day collection and mailing with the U.S. mail, following our ordinary business practices with which I am readily familiar, OR by delivering a copy by electronic means at the electronic service address indicated below:

1. ☐ Social worker ☐ Probation officer
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

2. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

3. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

4. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

Form Adopted for Mandatory Use
Judicial Council of California
JV-510 [Rev. January 1, 2019]

PROOF OF SERVICE—JUVENILE

www.courts.ca.gov

CASE NAME:	CASE NUMBER:

5. ☐ Child *(if 10 years of age or older)*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

6. ☐ Child *(if 10 years of age or older)*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

7. ☐ Child's sibling
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

8. ☐ CASA volunteer
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

9. ☐ Child's caregiver/De facto parent
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

10. ☐ Tribe/Bureau of Indian Affairs
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

11. ☐ Grandparent
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

12. ☐ Indian custodian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

13. ☐ Other *(specify):*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Additional persons served are listed on form JV-510(A) *Attachment to Proof of Service–Juvenile (Additional Persons Served)*

14. At the time of service I was at least 18 years of age. If service was made in person or by mail, I am not a party to this matter. I am a resident of or employed in the county where the service occurred. My residence or business mailing address, or my electronic service address is *(specify):*

I declare under penalty of perjury under the laws of the State of California that the foregoing and all attachments are true and correct.

Date:

(TYPE OR PRINT NAME)

▶ (SIGNATURE)

Exhibit F Notice of Hearing and Temporary Restraining Order – Juvenile (JV-250)

JV-250 **Temporary Restraining Order—Juvenile**

Clerk stamps date here when form is filed.

Instruction: The person asking for a restraining order must complete items (1), (2), and (3) only. The court will complete the rest of this form.

☐ **Original Order** ☐ _____ **Amended Order**

(1) **Protected Person** *(name):* _____

(2) **Restrained Person**

*Full Name: _____

*Gender: ☐ M ☐ F ☐ Nonbinary

*Age: _____ *(Give estimate, if age unknown.)*

Date of Birth: _____ Height: _____ Weight: _____

Hair Color: _____ Eye Color: _____

*Race: _____

Relationship to person in (1): _____

Address of restrained person: _____

City: _____ State: _____ Zip: _____

Type, number, and location of firearms, firearm parts, or ammunition that restrained person may have: _____

(Information that has a star (*) next to it is required to add this order into a California police database. Give all the information you know.)

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Court fills in case number when form is filed.

Case Number:

(3) ☐ **Other Protected People**

In addition to the person named in (1), the people listed below are protected by the orders listed in (8) through (12).

Full name	Age	Relationship to child

☐ Check here if you need to list more people. List them on a separate piece of paper, write "JV-250, Other Protected People" at the top, and attach it to this form.

(4) **Your Hearing Date (Court Date)**

This order expires at the end of the hearing listed below:

Hearing Date: _____ Time: _____ ☐ a.m. ☐ p.m.

This order must be enforced throughout the United States. See page 6.

This is a Court Order.

Case Number:

To the Person in (2)

The judge has granted temporary orders. See items (5) through (15). If you do not obey these orders, you can be charged with a crime, go to jail or prison, and/or pay a fine. It is a felony to take or hide a child in violation of this order.

If the judge makes a restraining order at the hearing that has the same orders as in this form, you will get a copy of that order by mail at the address in (2). If this address is not correct, or to find out if the orders were made permanent, contact the court.

(5) No Firearms (Guns), Firearm Parts, or Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any prohibited item listed below in b.

b. **Prohibited items are:**

(1) Firearms (guns);

(2) Firearm parts, meaning receivers, frames, and any item that may be used as or easily turned into a receiver or frame (see Penal Code section 16531); and

(3) Ammunition.

c. Within 24 hours of receiving this order, you must sell to or store with a licensed gun dealer, or turn in to law enforcement, any prohibited items you have in your immediate possession or control.

d. If law enforcement asks you for your prohibited items, you must turn them over immediately.

e. Within 48 hours of receiving this order, you must file a receipt with the court that proves all prohibited items have been turned in, stored, or sold. (You may use form DV-800/JV-270, *Receipt for Firearms, Firearm Parts, and Ammunition*.) If law enforcement served you with the restraining order, you must immediately surrender any prohibited items you have upon request by the officer. Within 48 hours, you must give a copy of the receipt to that law enforcement agency.

(6) ☐ Restrained Person Has Prohibited Items

The court finds that you have the following prohibited items:

a. **Firearms and firearm parts**

Description	Location, if known	Proof of compliance received by the court
(1) _____	_____	☐ *(date):* _____
(2) _____	_____	☐ *(date):* _____
(3) _____	_____	☐ *(date):* _____
(4) _____	_____	☐ *(date):* _____

This is a Court Order.

Case Number:

(6) b. **Ammunition**

	Description	Amount, if known	Location, if known	Proof of compliance received by the court
(1)				☐ *(date):*
(2)				☐ *(date):*
(3)				☐ *(date):*
(4)				☐ *(date):*

☐ Check here to list additional items. List them on a separate piece of paper, write "JV-250, Restrained Person Has Prohibited Items" at the top, and attach it to this form.

(7) ☐ **Court Hearing to Review Firearms (Guns), Firearm Parts, and Ammunition Compliance**

In addition to the hearing listed in item (4), you must attend the court hearing listed below to prove that you have properly turned in, sold, or stored all prohibited items (described in (5)b) you still have or own, including any items listed in (6). If you do not attend the court hearing listed below, a judge may find that you have violated the restraining order and notify a prosecuting attorney of the violation.

Name and address of court, if different from court address listed on page 1

Date: _____ Dept.: _____

Time: _____ Room: _____

(8) **No Body Armor**

You cannot own, possess, or buy body armor (defined in Penal Code section 16288). You must relinquish any body armor you have in your possession.

(9) **Cannot Look for Protected People and Others**

You must not take any action to look for any person protected by this order or a protected person's family members, caretakers, or guardians, including their addresses or locations.

☐ If checked, this order was **not granted** because the judge found good cause to not make the order.

(10) **Order to Not Abuse** ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

You must not do the following things to the person in (1) and any person listed in (3):
Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, keep under surveillance, impersonate (on the internet, electronically, or otherwise), block movements, annoy by phone or other electronic means (including repeated contact), or disturb the peace.

☐ *(If this box is checked, this case involves domestic violence and you must not do any of the actions listed below.)*

- "Disturb the peace" means to destroy someone's mental or emotional calm. This can be done directly or indirectly, such as through someone else. This can also be done in any way, such as by phone, over text, or online. Disturbing the peace includes coercive control.

This is a Court Order.

Case Number:

(10) • "Coercive control" means a number of acts that unreasonably limit the free will and individual rights of any person protected by this restraining order. Examples include isolating them from friends, relatives, or other support; keeping them from food or basic needs; controlling or keeping track of them, including their movements, contacts, actions, money, or access to services; and making them do something by force, threat, or intimidation, including threats based on actual or suspected immigration status. Coercive control includes reproductive coercion meaning controlling someone's reproductive choices, such as using force, threat, or intimidation to pressure someone to be or not be pregnant, and to control or interfere with someone's contraception, birth control, pregnancy, or access to health information.

(11) No-Contact Order ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. You must **not contact** ☐ the person in (1) ☐ the persons in (3) directly or indirectly, by any means, including by telephone, mail, email, or other electronic means.

b. ☐ Exception to 11a:

(1) ☐ You may have brief and peaceful contact with the person in (1) only to communicate about your children for court-ordered visits.

(2) ☐ You may have contact with your children only during court-ordered contact or visits.

(3) ☐ Other *(explain):* _____

c. Peaceful written contact through a lawyer or process server or another person for service of legal papers related to a court case is allowed and does not violate this order.

(12) Stay-Away Order ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. You must stay at least *(specify):* _____ yards away from *(check all that apply):*

☐ Person in (1).
☐ Home of person in (1).
☐ Job or workplace of person in (1).
☐ Vehicle of person in (1).
☐ School of person in (1).
☐ Persons in (3).
☐ Children's school or childcare.
☐ Other *(explain):* _____

b. ☐ Exception to 12a:

The stay-away orders do not apply:

(1) ☐ For you to exchange your children for court-ordered visits. You must do so briefly and peacefully.

(2) ☐ For you to contact or visit with your children for court-ordered contact or visits.

(3) ☐ Other *(explain):* _____

_____

(13) Order to Move Out ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

You must take only personal clothing and belongings needed until the hearing and move out immediately from *(address):* _____

Case Number:

(14) ☐ Visitation With Children ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

The court has ordered visitation with the children in this case.

a. ☐ The visitation orders are *(specify):*

b. ☐ The orders are in the attached form JV-205, *Visitation (Parenting Time) Order—Juvenile.*

c. ☐ The orders are in an attached document *(specify):*

(15) Protect Animals ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. ☐ You must stay at least _____ yards away from the animals listed below.

b. ☐ You must not take, sell, hide, molest, attack, strike, threaten, harm, get rid of, transfer, or borrow against the animals listed below.

c. ☐ The person in (1) is given the sole possession, care, and control of the animals listed below.

Name *(or other way to ID animal)*	Type of animal	Breed *(if known)*	Color

(16) Service

a. ☐ **No other service is needed.** The person in (2) attended the juvenile court hearing on *(date):* _____ when these orders were made.

b. ☐ **The person in (2) must be personally served** with a copy of this order, a blank copy of *Response to Request for Juvenile Restraining Order* (form JV-247), and *Request for Juvenile Restraining Order* (form JV-245), if form JV-245 was filed, by *(date):* _____

(17) Enter Restraining Order Into Database

Within one business day, this order must be entered into the California Law Enforcement Telecommunications System (CLETS).

a. ☐ The court will enter the order into CLETS.

b. ☐ The court or someone it designates will send a copy of this order to a local law enforcement agency. If the court designates someone, provide their name: _____

(18) ☐ Attached Pages

Number of pages attached to this seven-page form: _____

Date: _____

_____
Judicial Officer

This is a Court Order.

Case Number:

Certificate of Compliance With Violence Against Women Act for Temporary Orders

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in all jurisdictions throughout the 50 United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Duties of Officer Serving This Order

The officer who serves this order on the Restrained Person must do the following:

- Ask if the Restrained Person is in possession of any of the prohibited items listed in ⑤, or has custody or control of any that they have not already turned in.
- Order the Restrained Person to immediately surrender to you all prohibited items.
- Issue a receipt to the Restrained Person for all prohibited items that have been surrendered.
- Complete a proof of personal service and file it with the court. You may use form DV-200 for this purpose.
- Within one business day of service, submit the proof of service directly into the California Restraining and Protective Order System (CARPOS), including the serving officer's name and law enforcement agency.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Penal Code sections 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Penal Code section 13710(b).)

Case Number:

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Penal Code section 136.2 and Family Code sections 6383(h)(2), 6405(b)):

1. **Emergency Protective Order (EPO):** If one of the orders is an *Emergency Protective Order* (form EPO-001), provisions (e.g., stay-away order) that are more restrictive than in the other restraining/protective orders must be enforced. Provisions of another order that do not conflict with the EPO must be enforced.

2. **No-Contact Order:** If a restraining/protective order includes a no-contact order, the no-contact order must be enforced. Item (11) is an example of a no-contact order.

3. **Criminal Protective Order (CPO):** If none of the orders include an EPO or a no-contact order, the most recent CPO must be enforced. (Family Code sections 6383(h)(2) and 6405(b).) Additionally, a CPO issued in a criminal case involving charges of domestic violence, Penal Code sections 261, 261.5, or former 262, or charges requiring sex offender registration must be enforced over any civil court order. (Penal Code section 136.2(e)(2).) All provisions in the civil court order that do not conflict with the CPO must be enforced.

4. **Civil Restraining Orders:** If there is more than one civil restraining order (e.g., domestic violence, juvenile, elder abuse, civil harassment) then the order that was issued last must be enforced. Provisions that do not conflict with the most recent civil restraining order must be enforced.

(The clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate [seal]

I certify that the foregoing *Temporary Restraining Order—Juvenile* is a true and correct copy of the original on file in the court.

Date: Clerk, by_____, Deputy

This is a Court Order.

Exhibit G – Visitation (Parenting Time) Order – Juvenile (JV-205)

JV-205

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

VISITATION (PARENTING TIME) ORDER—JUVENILE

Attachment to ☐ ***Custody Order—Juvenile—Final Judgment*** (form JV-200)
☐ ***Notice of Hearing and Temporary Restraining Order—Juvenile*** (form JV-250)
☐ ***Restraining Order—Juvenile*** (form JV-255) ☐ ***Change to Restraining Order After Hearing*** (form JV-257)

1. This order applies to the following children *(name each)*:
   a. _____ b. _____ c. _____
   d. _____ e. _____ f. _____
2. ☐ **VISITATION (Parenting Time)** *(name of parent)*: will have the children with him or her
   ***(NOTE:** Either a or b must be checked. If neither is checked, this order may not be enforceable.)*
   a. ☐ as stated in the visitation agreement on Attachment 2a.
   or
   b. ☐ as follows:
      (1) ☐ **Weekends** starting on *(specify date)*:

☐ First weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ Second weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ Third weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ Fourth weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ Fifth weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.

      (2) ☐ **Alternating weekends** starting on *(specify date)*: from _____
      at _____ ☐ a.m. ☐ p.m. to _____ at _____ ☐ a.m. ☐ p.m.
      (3) ☐ **Midweek** from _____ at _____ ☐ a.m. ☐ p.m.
      to _____ at _____ ☐ a.m. ☐ p.m.
      (4) ☐ **Other** *(specify days and times as well as any additional conditions)*:

      ☐ Continued on Attachment 2b(4).
3. [X] **SUPERVISED VISITATION.** Until ☐ further order of the superior court [x] other *(specify)*: AS DIRECTED BY DPSS
   (name of parent): may have only supervised visitation with the children according to the schedule in 2 for the reasons stated on ☐ the attached form JV-206 ☐ Attachment 3.
   Visit supervisor *(name)*: Phone #: E-mail:
4. ☐ **TRANSPORTATION FOR VISITATION AND PLACE OF EXCHANGE**
   a. ☐ Transportation to the visits must be provided by ☐ Parent *(name)*:
      ☐ Other *(specify)*:
   b. ☐ Transportation from the visits must be provided by ☐ Parent *(name)*:
      ☐ Other *(specify)*:
   c. ☐ The children must be delivered to and picked up from *(specify location)*:
   d. ☐ Other *(specify)*:

Form Adopted for Mandatory Use
Judicial Council of California
JV-205 [Rev. January 1, 2016]

VISITATION (PARENTING TIME) ORDER—JUVENILE

Family Code, § 3020 et seq.; Penal Code, § 136.2; Welfare and Institutions Code, §§ 302(d), 304, 362.4, 726.5; Cal. Rules of Court, rule 5.700
www.courts.ca.gov

JV-205

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

5. ☐ **TRAVEL WITH CHILDREN**. Parent *(name):*
must have written permission from the other parent *(name):*
or a court order to take the children out of
   a. ☐ the state of California.
   b. ☐ the following counties *(specify):*
   c. ☐ other places *(specify):*

6. ☐ **Other findings and orders** *(specify circumstances, at the time of the order, underlying any limits on visitation):*

☐ Continued on Attachment 6.
☐ Continued on the attached form JV-206.

Instruction for Law Enforcement

Conflicting Orders—Priorities for Enforcement.

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following order (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h)(2) and 6405(b)):

1. *EPO:* If one of the orders is an *Emergency Protective Order* (form EPO-001) and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order:* If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order:* If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order:* If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Exhibit H – Reasons for No or Supervised Visitation – Juvenile (JV-206)

JV-206

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

REASONS FOR NO OR SUPERVISED VISITATION—JUVENILE

Attachment to ☐ *Custody Order—Juvenile—Final Judgment* (form JV-200)
☐ *Visitation (Parenting Time) Order—Juvenile* (form JV-205)

1. This order applies to the following children *(name each):*

2. This parent *(name):* was ordered to have ☐ no visitation ☐ only supervised visitation with the child or children named in 1 because

   a. this parent ☐ has not completed ☐ has not made substantial progress in the following court-ordered programs:

   - ☐ Sexual abuse treatment or awareness program ☐ for offenders ☐ for victims
   - ☐ Drug abuse treatment program with random testing
   - ☐ Alcohol abuse treatment program with random testing
   - ☐ Domestic violence treatment program ☐ for offenders ☐ for victims
   - ☐ Anger management training
   - ☐ Parenting classes
   - ☐ Individual counseling
   - ☐ Other *(specify):*

   b. The court denied services to this parent on *(date):* based on a finding, by clear and convincing evidence, that:

   - ☐ he or she was responsible for severe sexual abuse of the child as described in section 361.5(b)(6) of the Welfare and Institutions Code.
   - ☐ he or she was responsible for severe physical abuse of or severe physical harm to the child as described in section 361.5(b)(5)–(6) of the Welfare and Institutions Code.
   - ☐ his or her whereabouts were unknown on that date and remain unknown.
   - ☐ other *(specify):*

Completion of one of the programs above *might,* but need not, constitute a significant change of circumstances for purposes of modifying this final custody order. (Welf. & Inst. Code, § 302(d).)

THIS IS A COURT ORDER.

Form Approved for Optional Use
Judicial Council of California
JV-206 [New January 1, 2016]

REASONS FOR NO OR SUPERVISED VISITATION—JUVENILE

Welfare and Institutions Code, §§ 302(d), 304, 361.5, 362.4, 726.5;
Cal. Rules of Court, rule 5.700
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Exhibit I – Request and Order to Continue Hearing (JV-251)

JV-251 **Request to Reschedule Restraining Order Hearing**

Clerk stamps date here when form is filed.

Instructions: Use this form to ask the judge to reschedule your restraining order court date listed on:

- Form JV-250, *Notice of Court Hearing and Temporary Restraining Order—Juvenile*, or
- Form JV-260, *Notice of Court Hearing and Temporary Restraining Order Against a Child.*

If you have a lawyer in this case, your lawyer should fill out this form.

Fill in court name and street address:
Superior Court of California, County of

Fill in child's name
Child's name:

Fill in case number:
Case Number:

(1) My Information

a. My name is: _____

b. I am the:

(1) ☐ **Protected party** *(skip to (2))*.

(2) ☐ **Person to be restrained** *(give your contact information below)*.

Address where I can receive mail:
(This address will be used by the court and other party to notify you in this case. If you want to keep your home address private, you can use another address like a post office box or another person's address, if you have their permission.) If you have a lawyer, give your lawyer's address and contact information.

Address: _____

City: _____ State: ____ Zip: _____

My contact information *(optional)*:

Telephone: _____ Fax: _____

Email Address: _____

Lawyer's information *(skip if you do not have one)*:

Name: _____ State Bar No.: _____

Firm Name: _____

(2) Information About My Case

a. The other party in this case is *(full name)*: _____

b. I have a court date currently scheduled for *(date)*: _____

This is not a Court Order.

Case Number:

(3) Is a Temporary Restraining Order in Effect?

a. ☐ Yes. Date the order was made, if known: _____
(Please attach a copy of the order if you have one.)

b. ☐ No.

c. ☐ I don't know.

Notice: If your court date is rescheduled, any temporary restraining order will remain in effect until the end of the new court date, unless otherwise ordered by the court.

(4) Why Does Your Court Date Need to Be Rescheduled?

a. ☐ I am the person asking for protection, and I need more time to have the restrained party personally served.

b. ☐ I am the person the other party wants restrained, and this is my first request to reschedule the court date.

c. ☐ Other reason:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(5) Your Signature

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

Type or print your name *Sign your name*

(6) Your Lawyer's Signature *(if you have one)*

Date: _____

_____ ▶ _____

Lawyer's name *Lawyer's signature*

This is not a Court Order.

Exhibit J – Request to Reschedule Restraining Order Hearing (JV-253)

JV-253 **Order on Request to Reschedule Restraining Order Hearing**

Clerk stamps date here when form is filed.

Complete items (1) and (2) only.

(1) **Protected Party:** _____

(2) **Person to Be Restrained:** _____

(The court will complete the rest of this form.)

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Fill in case number:

Case Number:

(3) **Next Court Date**

a. ☐ The request to reschedule the court date is **denied.**

Your court date is: _____

(1) Any *Temporary Restraining Order* (form JV-250 or form JV-260) already granted stays in full force and effect until the next court date.

(2) Your court date is not rescheduled because: _____

b. ☐ The request to reschedule the court date is **granted.** Your court date is rescheduled for the day and time listed below. See (4)–(8) for more information.

New Court Date → Date: _____ Dept.: _____ Time: _____ Room: _____

Name and address of court, if different from above: _____

(4) **Temporary Restraining Order**

a. ☐ **There is no temporary restraining order (TRO) in this case until the next court date** because:

(1) ☐ A TRO was not previously granted by the court.

(2) ☐ The court terminates (cancels) the previously granted TRO because: _____

b. ☐ **A temporary restraining order (TRO) is in full force and effect** because:

(1) ☐ The court extends the TRO previously granted on *(date)*: _____ It now expires on *(date)*: _____

(If no expiration date is listed, the TRO expires at the end of the court date listed in (3) b).

(2) ☐ The court changes the TRO previously granted and signs a new TRO. The new TRO is attached to this order.

Warning and Notice to the Restrained Party: If (4) b is checked, a temporary restraining order has been issued against you. You must follow the orders until they expire.

c. ☐ Other *(specify)*: _____

This is a Court Order.

Case Number:

5 Reason Court Date Is Rescheduled

a. ☐ There is good cause to reschedule the court date *(check one)*:
   (1) ☐ The protected party has not served the party to be restrained.
   (2) ☐ Other (*explain*):_____

b. ☐ This is the first time that the party to be restrained has asked for more time to prepare.

c. ☐ The court reschedules the court date on its own motion.

6 Serving (Giving) Order to Other Party

The request to reschedule was made by the:

a. ☐ Protected party

(1) ☐ You do not have to serve the party to be restrained because they or their lawyer were at the court date or agreed to reschedule the court date.

(2) ☐ You must have the party to be restrained personally served with a copy of this order, the request for restraining order, and any temporary restraining order granted, by *(date)*: _____

(3) ☐ You must have the party to be restrained served with a copy of this order. This can be done by mail. You must serve by *(date)*: _____

(4) ☐ Other: _____

b. ☐ Party to be restrained

(1) ☐ You do not have to serve the protected party because they or their lawyer were at the court date or agreed to reschedule the court date.

(2) ☐ You must have the protected party personally served with a copy of this order by *(date)*: _____

(3) ☐ You must have the protected party served with a copy of this order. This can be done by mail. You must serve by *(date)*: _____

(4) ☐ Other: _____

c. ☐ Court

(1) ☐ Further notice is not required.

(2) ☐ The court will mail a copy of this order to all parties by *(date)*: _____

(3) ☐ Other: _____

This is a Court Order.

Case Number:

(7) Enter Order into Database

Within one business day, this order must be entered into the California Law Enforcement Telecommunications System (CLETS).

a. ☐ The court will enter the order into CLETS.

b. ☐ The court or someone it designates will send a copy of this order to a local law enforcement agency.

If the court designates someone, provide the person's name: _____

(8) ☐ Other Orders

_____

_____

_____

_____

(9) ☐ Attached Pages *(All of the attached pages are part of this order.)*

a. Number of pages attached to this three-page form: _____

b. Attachments include forms *(check all that apply):*

☐ JV-250 ☐ JV-260 ☐ JV-272 ☐ Other: _____

Judge's Signature

Date: _____

_____
Judge or Judicial Officer



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms.htm for *Disability Accommodation Request* (form MC-410). (Civil Code section 54.8.)

Instructions to Clerk

If the hearing is rescheduled and the court extended, modified, or terminated a temporary restraining order, then the court must enter this order into CLETS or send this order to law enforcement to enter into CLETS, unless the court has designated the person named in (7)b to send a copy to law enforcement. The entry or sending of the order must be done within one business day from the day the order is made.

—Clerk's Certificate—

Clerk's Certificate

[seal]

I certify that this *Order on Request to Reschedule Restraining Order Hearing* (form JV-253) is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by: _____, Deputy

This is a Court Order.

Exhibit K – Proof of Personal Service (JV-268)

JV-268 **Proof of Personal Service**

Clerk stamps date here when form is filed.

(1) **Name of Party Asking for Protection:**

(2) **Name of Party to Be Restrained:**

(3) **Notice to Server**

You must:

- Be 18 years of age or older.
- Not be listed in item (1) or (2) of form JV-245, *Request for Juvenile Restraining Order*, or JV-258, *Request for Juvenile Restraining Order Against a Child.*
- Give a copy of all documents checked in (4) to the person in (2) (you cannot send them by mail). Then complete and sign this form, and give it to the party in (1).

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Court clerk fills in case number when form is filed.

Case Number:

(4) I gave the party in (2) a copy of all the documents checked:

a. ☐ JV-245, *Request for Juvenile Restraining Order*
b. ☐ JV-249, *Notice of Court Hearing*
c. ☐ JV-258, *Request for Juvenile Restraining Order Against a Child*
d. ☐ JV-250, *Temporary Restraining Order—Juvenile*
e. ☐ JV-260, *Temporary Restraining Order Against a Child*
f. ☐ JV-251, *Request to Reschedule Restraining Order Hearing*
g. ☐ JV-253, *Order on Request to Reschedule Restraining Order Hearing*
h. ☐ JV-255, *Juvenile Restraining Order After Hearing*
i. ☐ JV-265, *Juvenile Restraining Order After Hearing—Against a Child*
j. ☐ Other *(specify):* _____

(5) I personally gave copies of the documents checked above to the party in (2) on:

a. Date: _____ b. Time: _____ ☐ a.m. ☐ p.m.
c. At this address: _____
City: _____ State: _____ Zip: _____

(6) **Server's Information**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
(If you are a registered process server):
County of registration: _____ Registration number: _____

(7) I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____
Type or print server's name *Server to sign here*

Exhibit L – Proof of Service (SC-104)

SC-104 Proof of Service

Clerk stamps date here when form is filed.

Use this form to serve a **person,** a **business,** or a **public entity.** To learn more about proof of service, read *What Is "Proof of Service"?,* Form SC-104B. To learn more about how to serve a business or entity, read *How to Serve a Business or Public Entity,* Form SC-104C.

To serve a **business,** you must serve **one** of the following people:
- Owner (for a sole proprietorship)
- Partner (for a partnership) or general partner (for a limited partnership)
- Any officer or general manager (corporation or association)
- Any person authorized for service by the business (corporation, association, general partnership, limited partnership)
- Any person authorized for service with the Secretary of State (corporation, association, limited liability company [LLC], limited liability partnership [LLP], limited partnership)

To serve a **public entity,** you must first file a claim with that entity, then serve **one** of the following people:
- Clerk (of a city or county)
- Chief officer or director (of a public agency)
- Any person authorized for service by the entity

Fill in court name and street address:

Superior Court of California, County of
RIVERSIDE

Fill in case number, case name, hearing date, day, time, and department below:

Case Number:	
Case Name:	
Hearing Date:	
Time:	**Dept.:**

(1) a. If you are serving a **person,** write the person's name below:

_____

b. If you are serving a **business** or **entity,** write the name of the business or entity, the person authorized for service, and that person's job title:

_____
Business or Agency Name

_____
Person Authorized for Service Job Title

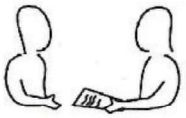
(2) **Instructions to Server:**

You must be at least 18 years old and **not be named in this case.** Follow these steps:
- Give a copy of all the documents checked in (3) to the person in (1), ***or***
- Give a copy of all the documents checked in (3) to one of the following people:
  a. A competent adult (at least 18) living with, and at the home of the person in (1), *or*
  b. An adult (at least 18) who seems to be in charge at the usual workplace of the person in (1), *or*
  c. An adult (at least 18) who seems to be in charge where the person in (1) usually receives mail (but not a U.S. Post Office box), if there is no known physical address for the person in (1).

  and mail a copy of the documents left with one of the adults in a, b, or c above to the person in (1).

THEN
- Complete and sign this form, and
- Give or mail your completed form to the person who asked you to serve these court papers, ***in time for the form to be filed with the court at least 5 days before the hearing.***

(3) **I served the person in (1) a copy of the documents checked below:**



a. ☑ SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*

b. ☐ SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*

c. ☐ Order for examination *(This form must be personally served. Check the form that was served):*

Note: *The court can issue a civil arrest warrant if the served party does not come to court* ***only*** *if the order for examination was personally served by a registered process server, sheriff, marshal, or someone appointed by the court.*

(1) ☐ SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*

(2) ☐ AT-138/EJ-125, *Application and Order for Appearance and Examination*

d. ☐ Other *(specify):* _____

Case name: _____ **Case Number:**

(4) Fill out "a" or "b" below:

a. ☐ **Personal Service:** I personally gave copies of the documents checked in (3) to the person in (1):

On *(date):* _____ At *(time):* _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

b. ☐ **Substituted Service:** I personally gave copies of the documents checked in (3) *(a, b, or d)* to *(check one):*

☐ A competent adult (at least 18) at the **home** of, and living with the person in (1) , or

☐ An adult who seems to be in charge where the person in (1) usually **works**, or

☐ An adult who seems to be in charge where the person in (1) usually **receives mail**, or has a private post office box (not a U.S. Post Office box), if there is no known physical address for the person in (1).

I told that adult, "Please give these court papers to (name of person in (1))."

I did this on *(date):* _____ At *(time):* _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

Name or description of the person I gave the papers to: _____

_____

After serving the court papers, I put copies of the documents listed in (3) in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in (1) at the address where I left the copies.

I mailed the envelope on *(date):* _____ from *(city, state):* _____

by leaving it *(check one):*

a. ☐ At a U.S. Postal Service mail drop, or

b. ☐ At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or

c. ☐ With someone else I asked to mail the documents to the person in (1), and I have attached that person's completed Form SC-104A.

(5) Server's Information

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Fee for service: $ _____

If you are a registered process server:

County of registration: _____ Registration number: _____

(6) I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.

Date: _____

_____ ▶ _____

Type or print server's name *Server signs here after serving*

Exhibit M – Plaintiff's Claim and ORDER to Go to Small Claims (SC 100)

SC-100 **Plaintiff's Claim and ORDER to Go to Small Claims Court**

Clerk stamps date here when form is filed.

Notice to the person being sued:

- You are the defendant if your name is listed in (2) on page 2 of this form. The person suing you is the plaintiff, listed in (1) on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Fill in court name and street address:

Superior Court of California, County of

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en (2) de la página 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en (1) de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Court fills in case number when form is filed.

Case Number:

Case Name:

Order to Go to Court

The people in (1) and (2) must go to court: *(Clerk fills out section below.)*

Trial Date →

	Date	Time	Department	Name and address of court, if different from above
1.				
2.				
3.				

Date: _____ Clerk, by _____, Deputy

Instructions for the person suing:

- You are the plaintiff. The person you are suing is the defendant.
- *Before* you fill out this form, read form SC-100-INFO, *Information for the Plaintiff*, to know your rights. Get SC-100-INFO at any courthouse or county law library, or go to *www.courts.ca.gov/smallclaims/forms.*
- Fill out pages 2 and 3 of this form. Then make copies of **all** pages of this form. (Make one copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all five pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See forms SC-104, SC-104B, and SC-104C.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.

Plaintiff *(list names):*

Case Number:

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

☐ *Check here if more than two plaintiffs and attach form SC-100A.*

☐ *Check here if either plaintiff listed above is doing business under a fictitious name. If so, attach form SC-103.*

☐ *Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.*

2 The defendant (the person, business, or public entity being sued) is:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: _____ Job title, if known: _____

Address: _____ _____ _____ _____
Street *City* *State* *Zip*

☐ *Check here if your case is against more than one defendant, and attach form SC-100A.*

☐ *Check here if any defendant is on active military duty, and write his or her name here:* _____

3 The plaintiff claims the defendant owes $ _____ *. (Explain below):*

a. Why does the defendant owe the plaintiff money?

_____

_____

When did this happen? *(Date):* _____

b. If no specific date, give the time period: *Date started:* _____ *Through:* _____

c. How did you calculate the money owed to you? *(Do not include court costs or fees for service.)*

_____

_____

☐ *Check here if you need more space. Attach one sheet of paper or form MC-031 and write "SC-100, Item 3" at the top.*

Plaintiff *(list names)*:

Case Number:

4 **You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?**

☐ Yes ☐ No If no, explain why not:

_____

_____

5 **Why are you filing your claim at this courthouse?**

This courthouse covers the area *(check the one that applies)*:

a. ☐ (1) Where the defendant lives or does business.
(2) Where the plaintiff's property was damaged.
(3) Where the plaintiff was injured.
(4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant *or* where the defendant lived or did business when the defendant made the contract.

b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. *(Code Civ. Proc., § 395(b).)*

c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). *(Civ Code, § 1812.10.)*

d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. *(Civ Code, § 2984.4.)*

e. ☐ Other *(specify)*: _____

_____

6 **List the zip code of the place checked in 5 above** *(if you know)*: _____

7 **Is your claim about an attorney-client fee dispute?** ☐ Yes ☐ No

If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

8 **Are you suing a public entity?** ☐ Yes ☐ No

If yes, you must file a written claim with the entity first. ☐ A claim was filed on *(date)*: _____

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

9 **Have you filed more than 12 other small claims within the last 12 months in California?**

☐ Yes ☐ No *If yes, the filing fee for this case will be higher.*

10 **Is your claim for more than $2,500?** ☐ Yes ☐ No

If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than $2,500 in California during this calendar year.

11 **I understand that by filing a claim in small claims court, I have no right to appeal this claim.**

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: _____ _____ ▶ _____

Plaintiff types or prints name here *Plaintiff signs here*

Date: _____ _____ ▶ _____

Second plaintiff types or prints name here *Second plaintiff signs here*



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. Contact the clerk's office for form MC-410, *Request for Accommodations by Persons With Disabilities and Response. (Civ. Code, § 54.8.)*

SC-100 Information for the defendant (the person being sued)

"Small claims court" is a special court where claims for $10,000 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to $10,000. Corporations, partnerships, public entities, and other businesses are limited to claims of $5,000. (See below for exceptions.*) The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that supports your case. And read "Be Prepared for Your Trial" at *www.courts.ca.gov/smallclaims/prepare*.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form MC-410, *Request for Accommodations*. Give the form to your court clerk or the ADA/ Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form INT-300 or local court form to request an interpreter. If a court interpreter is not available at the time of your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form INT-140.)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at *www.courts.ca.gov/smallclaims/forms*.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form SC-140, *Notice of Appeal*. You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form SC-200 or form SC-130, *Notice of Entry of Judgment*.
- If you were *not* at the trial, fill out and file form SC-135, *Notice of Motion to Vacate Judgment and Declaration*, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form SC-140.

For more information on appeals, see *www.courts.ca.gov/smallclaims/appeals*.

Do I have options?

Yes. If you are being sued, you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case, the plaintiff must file form CIV-110, *Request for Dismissal*, with the clerk. Ask the Small Claims Advisor for help.
- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form SC-107 (*Small Claims Subpoena*) and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file *Defendant's Claim* (form SC-120) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's 's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above titled **"Small Claims Court."**
- **Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county), *or*
- You need more time to get an interpreter. One postponement is allowed, and you will not have to pay a fee to delay the trial.

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form SC-150 (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.

Need help?

Your county's Small Claims Advisor can help for free.

Or go to *www.courts.ca.gov/smallclaims/advisor*.

* Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).)

SC-100 Información para el demandado (la persona demandada)

La **"Corte de reclamos menores"** es una corte especial donde se deciden casos por $10,000 o menos. Los individuos, o sea las "personas físicas" y los propietarios por cuenta propia, pueden reclamar hasta $10,000. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta $5,000. (Vea abajo para las excepciones.*) El proceso es rápido y barato. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningunos papeles antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y lea "Esté preparado para su juicio" en www.courts.ca.gov/reclamosmenores/preparese.

¿Qué hago si necesito una adaptación? Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario MC-410, Request for Accomodations. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario INT-300 o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario INT-140.)

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en www.courts.ca.gov/ smallclaims/forms (página está en inglés).

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario SC-140, *Aviso de apelación* (Notice of Appeal). Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario SC-200 o SC-130, *Aviso de publicación del fallo* (Notice of Entry of Judgment).
- Si *no* estuvo en el juicio, llene y presente el formulario SC-135, *Aviso de petición para anular el fallo y Declaración* para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea www.*courts.ca.gov/reclamosmenores/apelaciones*.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso, el Demandante tiene que presentar el formulario CIV-110, Solicitud de desestimación (Request for Dismissal) ante el secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.
- **Probar que es la corte equivocada.** Envíe una carta a la corte *antes* del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despida el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario SC-107, *Citatorio de reclamos menores* (Small Claims Subpoena) y entréguelo legalmente al testigo.
- **Demandar a la persona que lo demandó.** Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario SC-120, *Reclamo del demandado* (Defendant's Claim) y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado "Corte de reclamos menores".
- **Aeptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), *o*
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado), *o*
- Necesita más tiempo para conseguir intérprete. (Se permite un solo aplazamiento sin tener que pagar cuota para aplazar el juicio).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-150 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.

¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O visite *www.courts.ca.gov/reclamosmenores/asesores*.

* **Excepciones:** Existen diferentes límites en un reclamo contra un garante. (Vea el Código de Procedimiento Civil, sección 116.220 (c).)

Exhibit N – Other Plaintiffs or Defendants (SC-100A)

SC-100A Other Plaintiffs or Defendants

Case Number:

☐ This form is attached to form SC-100, item 1 or 2.

(1) If more than two plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No *If yes, attach form SC-103.*
Other plaintiff's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No *If yes, attach form SC-103.*
☐ *Check here if more than 4 plaintiffs and fill out and attach another form SC-100A.*

(2) If more than one defendant (person, business, or entity being sued), list their information below:

Other defendant's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
If this defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process:
Name: Job title, if known:
Address:
City: State: Zip:
☐ *Check here if your case is against more than two defendants, and fill out and attach another form SC-100A.*

(3) Is your claim for more than $2,500? ☐ Yes ☐ No
If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than $2,500 in California during this calendar year.

(4) I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date:
Type or print your name
▶ *Sign your name*
Date:
Type or print your name
▶ *Sign your name*

Judicial Council of California, www.courts.ca.gov
Revised January 1, 2017, Mandatory Form
Code of Civil Procedure, § 116.110 et seq.

Other Plaintiffs or Defendants
(Attachment to Plaintiff's Claim and ORDER to Go to Small Claims Court)

SC-100A, Page __ of __

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form | Save this form | Clear this form

Exhibit O – Non-Services Report

Attorney or Party without Attorney: *TELEPHONE No.:* *FAX No. (Optional):* *E-MAIL ADDRESS(Optional):* *Attorney for:*				*FOR COURT USE ONLY*
		Ref No. or File No.:		
Insert name of Court, and Judicial District and Branch Court:				
Plaintiff: *Defendant:*				
NON SERVICE REPORT	HEARING DATE:	TIME:	DEPT.:	CASE NUMBER:

After due search, careful inquiry and diligent attempts at the following address(es), I have not been able to effect service of said process on:

Documents:

Date	Time	Results

Fee for Service:
County:
Registration No.:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on October 28, 2016.

Signature:_____

NON SERVICE REPORT

Exhibit P – Court Locations in Riverside

Court Locations in Riverside

Banning Superior Court

311 E. Ramsey Street
Banning, CA 92220

(951) 572-5408

Blythe Superior Court

265 N. Broadway
Blythe, CA 92225

(760) 775-8500

Corona Courthouse

505 S. Buena Vista Ave.
Corona, CA 92882

(951) 777-3147

Hemet Superior Court

880 N. State Street
Hemet, CA 92543

(951) 306-3561

Indio Juvenile Court

47-671 Oasis Street
Indio, CA 92201

(760) 393-2617

Indio – Larson Justice Center

46-200 Oasis Street
Indio, CA 92201

(760) 393-2617

Menifee Justice Center

27401 Menifee Center Drive
Menifee, CA 92584

(951) 777-3147

Moreno Valley Superior Court

13800 Heacock Street, Bldg. D #201 Moreno Valley, CA 92553

(951) 777-3147

Murrieta Southwest Justice Center

30755-D Auld Road
Murrieta, CA 92563

(951) 704-7634

Palm Springs Court House

3255 E. Tahquitz Canyon Way
Palm Springs, CA 92262

(760) 393-2167

Riverside Juvenile Court

9991 County Farm Road
Riverside, CA 92503

(951) 777-3147

Exhibit Q - County of Riverside and California Court Holidays

County of Riverside Holidays

The County of Riverside will be closed on the following days:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Monday February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to Contractor staff.

D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.

E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.

H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk

assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique username for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
   1. Data is confidential;
   2. Systems are logged;
   3. System use is for business purposes only, by authorized users; and
   4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.
   1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
   2. The audit trail shall:
      a. Be date and time stamped;
      b. Log both successful and failed accesses;
      c. Be read-access only; and
      d. Be restricted to authorized users.
      3. If PII is stored in a database, database logging functionality shall be enabled.
      4. Audit trail data shall be archived for at least three (3) years from the occurrence.

L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.
   1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
   2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
   3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.
   1. The Contractor must ensure audit control mechanisms are in place.
   2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
   3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.
1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Contractor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.
   1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
   2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
   3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.
   1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
   2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

ATTACHMENT II
Assurance of Compliance

ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Team Legal, Inc.
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____
Date President's Signature

_____
Address of Vendor/Recipient
(08/13/01) CR50-Vendor Assurance of Compliance

ATTACHMENT III

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 COUNTY Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

_____
Address

_____
City, State and Zip Code

_____
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

☐ Advance Payment $_____
(if allowed by Contract/MOU)

☐ Actual Payment $ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment $_____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

_____ (# of Units) x _____ (Unit Price) = ($) _____

(# of Units) x _____ (Unit Price) = ($) _____

Any questions regarding this request should be directed to and authorized by:

_____
Name Phone Number

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

If amount authorized is different from the amount requested, please explain:

_____
MRU Authorization Date

_____
Amount Authorized

_____
Invoice Number

_____
PO Number

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments).
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address, City, State, and Zip Code"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
CONTRACTOR:	
ACTUAL EXPENDITURES FOR (MM/YYYY)	
CONTRACT #:	

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
List each item as outlined in contract budget.				
TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE

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Attachment II – Assurance of Compliance
Attachment III – DPSS 2076A, DPSS 2076B & Instructions

This Agreement is made and entered into by and between Omni Pro, Inc., a California Corp (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS
   A. "ADVANCE FEE" refers to advance payments provided to third party agencies for services.
   B. "AGREEMENT" refers to the terms and conditions, schedules, and attachments included herein.
   C. "AIRO" is an abbreviation for the APS Initiated Restraining Order.
   D. "APS" is an abbreviation for Adult Protective Services.
   E. "ASD" is an abbreviation for the Adult Services Division within DPSS.
   F. "CONTRACTOR" refers to Omni Pro, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
   G. "COUNTY" refers to the County of Riverside.
   H. "CSD" is an abbreviation for the Children Services Division within DPSS.
   I. "DPSS" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
   J. "NORMAL SERVICES" means three (3) attempts of services within ten (10) days.
   K. "REPEAT SERVICE ATTEMPT" means completion of four (4) or more attempts within ten (10) days with approval.
   L. "RCU" is an abbreviation for Recovery Collections Unit.
   M. "SAME DAY SERVICE" means service completed within the same day of receipt of the request (usually a special rush order request).
   N. "SUB-SERVICE" or "Sub-Serve" refers to serving someone, other than the person for whom the service is intended, as long as the recipient is over the age of eighteen years old.
   O. "SUBCONTRACT" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
   P. "SUBCONTRACTOR" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

2. DESCRIPTION OF SERVICES
CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I, PII Privacy and Security Standards, Attachment II, Assurance of Compliance, and Attachment III, DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE
This Agreement shall be effective upon execution and continue through June 30, 2030, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION
COUNTY shall pay CONTRACTOR for services performed, products provided or expenses incurred in accordance with Schedule A, "Payment Provisions." 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 product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTACTOR's expenses related to this Agreement. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS
The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made. There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION
A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.

B. COUNTY may, upon five (5) calendar 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

C. After receipt of the notice of termination, CONTRACTOR shall:

(1) Stop all work under this Agreement on the date specified in the notice of termination; and

(2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.

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

E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and 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 an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of clients or services to a successor.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

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

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, 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. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.

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

11. RECORDS, INSPECTIONS, AND AUDITS

A. All performance, including services, workmanship, materials, facilities or equipment utilized in the performance of this Agreement, shall be subject to inspection and test by COUNTY or any other regulatory agencies at all times. This may include, but is not limited to, monitoring or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.

B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.

D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to, unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.

B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.

C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.

D. CONTRACTOR shall promptly transmit to COUNTY all third party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT
Not Applicable under this agreement as CONTRACTOR will not have access to health information.

14. PERSONALLY IDENTIFIABLE INFORMATION

A. Personally Identifiable Information (PII) refers to personally identifiable information that can be used alone or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded. PII may collected performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes, to the extent such activities are authorized by law.

B. CONTRACTOR may use or disclose PII only to perform functions, activities or services directly related to the administration of programs in accordance with Welfare and Institutions Code sections 10850 and 14100.2, or 42 Code of Federal Regulations (CFR) section 431.300 et.seq, and 45 CFR 205.50 et.seq, or as required by law. Disclosures which are required by law, such as a court order, or which are made with the explicit written authorization of the client, are allowable. Any other use or disclosure of requires the express approval in writing of the COUNTY. CONTRACTOR shall not duplicate, disseminate or disclose PII except as allowed in this Agreement.

C. CONTRACTOR agrees to the PII Privacy and Security Standards attached as Attachment II. When applicable, CONTRACTOR shall incorporate the relevant provisions of Attachment II into each subcontract or sub-award to subcontractors.

15. HOLD HARMLESS/INDEMNIFICATION
CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action.

CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

16. INSURANCE

A. 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.

B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM 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.

C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed $500,000 per occurrence such retentions 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 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 to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 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(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY 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 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 coverages 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 to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

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

F. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

I. 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.

J. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

17. WORKER'S 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. Policy shall name the COUNTY as Additional Insureds.

18. VEHICLE LIABILITY

If vehicles or mobile equipment are 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.

19. 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 $2,000,000 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.

20. PROFESSIONAL LIABILITY

Not Applicable under this agreement as CONTRACTOR will not provide health services or consulting services.

21. CYBER LIABILITY

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, or employees. CONTRACTOR shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

CONTRACTOR shall procure and maintain cyber liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

22. EXCESS/UMBRELLA LIABILITY INSURANCE

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

23. INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick

leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

24. USE BY POLITICAL ENTITIES
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 entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

25. LICENSES AND PERMITS
If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

26. NO DEBARMENT OR SUSPENSION
CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

27. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES
CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

28. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

(1) All staff who work full or part-time positions by title, including volunteer positions;

(2) A brief description of the functions of each position and hours each position worked;

(3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ) individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

29. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11163.6; 11164-11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

30. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

31. LOBBYING

A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and

contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

32. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

33. SUBCONTRACTS

A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:

(1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;

(2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

A. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY

34. NO OFFSHORE WORK OR SERVICES

CONTRACTOR, its employees, agents, and/or subcontractors shall not: (i) perform any work, services, and/or obligations under this Master Agreement at any location outside of the United States of America (USA); and/or (ii) transmit COUNTY information related to this Master Agreement (including, but not limited to, public social services information, personally identifiable information, and/or protected health information (PHI) of the COUNTY) outside of the USA. Additionally, no CONTRACTOR employee, agents, and/or

subcontractors outside of the USA will receive, process, transfer, handle, store or have access to COUNTY information in oral, written, or electronic form.

35. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

36. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

37. 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.

38. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

39. DISPUTES

A. 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 COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. 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.

40. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

41. CIVIL RIGHTS COMPLIANCE

A. Assurance of Compliance

CONTRACTOR shall complete the "Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs," attached as Attachment III. CONTRACTOR will sign and date Attachment III and return it to COUNTY along with the executed agreement. CONTRACTOR shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

B. Client Complaints
CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

https://www.cdss.ca.gov/Portals/9/Additional-Resources/Forms-and-Brochures/2020/M-P/PUB13.pdf

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Office of Civil Rights Compliance (OCRC)
Riverside County Department of Public Social Services
4060 County Circle Dr.
Riverside, CA 92503
DPSSCivilRights@Rivco.org

C. Services, Benefits and Facilities
CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act f 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

(1) Denying a participant any service or benefit or availability of a facility.

(2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.

(3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently

from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency
CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

42. NOTICES
All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:
Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:
Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503
OperatingServicesContractPayments@rivco.org

CONTRACTOR:
Omni Pro, Inc.
P.O. Box 825
Chino, CA 91708

CONTRACTOR “Remit To” address:
Omni Pro, Inc.
P.O. Box 825
Chino, CA 91708

43. SIGNED IN COUNTERPARTS
This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

44. ELECTRONIC SIGNATURES
Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act

((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

45. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

46. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

(Signatures to follow on next page)

Authorized Signature for Omni Pro, Inc.	Authorized Signature for County
	V. Manuel Perez
Printed Name of Person Signing: Akin Mohammed	Printed Name of Person Signing: V. Manuel Perez
Title: President	Title: Chairman of the Board of Supervisors
Date Signed: 11/05/2025	Date Signed: 12/09/2025

BOARD of SUPERVISORS
Established 1893
Riverside County, California

ATTEST:
Clerk of the Board
By: Whitney Mayo, Deputy

Approved as to Form
Minh C. Tran
County Counsel
By: Katherine Wilkins
Katherine Wilkins
Deputy County Counsel
Date: 11/12/2025

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS –ANNUAL AND AGGREGATE TOTALS

A. The total annual payments to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
Effective Upon Signature through June 30, 2026	$13,500.00
July 1, 2026 through June 30, 2027	$19,125.00
July 1, 2027 through June 30, 2028	$19,125.00
July 1, 2028 through June 30, 2029	$19,125.00
July 1, 2029 through June 30, 2030	$19,125.00
Total	$90,000.00

B. Funds may be shifted between Fiscal years, with DPSS approval, as long as the maximum reimbursable amount is not exceeded.

A.2 UNIT OF SERVICE/COST RATE

A. Payment will be based on the unit cost per service (or sub-service) for each geographical area identified as follows:

Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County, Imperial County

Normal Service	$35.00
Same Day Service	$55.00
Repeat Service Attempt	$15.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$55.00 per hour

Other Counties, within the State of California, outside the above listed areas

Normal Service	$55.00
Same Day Service	$75.00
Repeat Service Attempt	$25.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$55.00 per hour

Outside of the State of California, but within the continental United States

Normal Service	$75.00
Same Day Service	$100.00
Repeat Service Attempt	$25.00
Advance Fee	$0.00

Service to Correctional Facilities and Courts Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County

Normal Service	$45.00
Same Day Service	$65.00
Repeat Service Attempt	$20.00

Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$55.00 per hour

Service to Correctional Facilities and Courts Other Counties within the State of California, outside the above listed areas

Normal Service	$65.00
Same Day Service	$80.00
Repeat Service Attempt	$20.00
Advance Fee	$0.00
Surveillance/Wait Time/Stakeout	$55.00 per hour

Additional Services, for WRITs and Levies in Riverside County, San Bernardino County, Orange County, Los Angeles County, San Diego County or other

Service Fee	$80.00
Sheriff's Fee	$36.00
Other	$0.00

Rural Fees (populations under 50,000) $75.00

E-file and/or fax file documents to courts - $2.00 per page submitted

B. Rural Fees

1. 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.

2. The remote area/rural fees WILL NOT be charged without prior written consent/authorization from the requesting COUNTY staff member (a copy of said consent/authorization will be attached to the subsequent invoice for proof of accounting if required).

A.3 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR shall be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation is not provided, or other requirements are not met.

1. CONTRACTOR shall submit a monthly invoice showing Program served, unit rate, service type (normal, same day or repeat service attempt) E-File or fax file pages submitted, and geographical area, including county and state.

2. CONTRACTOR shall submit a monthly report in Excel format that includes the following:
   a. Filing Fees
   b. Invoice #
   c. Case #
   d. Department
   e. First Name
   f. Middle Initial

g. Last Name
h. Address
i. City
j. State
k. Zip
l. Received date
m. Served date
n. Billing Item
o. Type of Service
p. Attempt #
q. Cost

3. Copy of invoice or receipt shall be the required supporting documentation to justify Advance Fees.

B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment IV).

D. CONTRACTOR invoice estimates for May and June are due no later than the first Friday in June. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.4 CONSUMER PRICE INDEX

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 COUNTY. 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 secure such adjustment. 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 this Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

A.5 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.6 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

Schedule B
Scope of Services

SCOPE OF SERVICES

B.1 DPSS RESPONSIBILITIES

DPSS shall:

A. Assign staff to be the liaison between DPSS and the CONTRACTOR.

B. Monitor the performance of the CONTRACTOR in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations and Contractor self-monitoring.

C. Attach the completed signed EA-200 Proof of Personal Service (Elder or Dependent Adult Abuse Prevention) Welfare & Institutions Code, 15657.03 **Exhibit B** for all ASD services**.** This page shall be complete with "Attorney or Party without Attorney" information, servers Information to include county and registration number, name and signature, with the correct address of the appropriate court location as referenced below:

Superior Court of California, County of Riverside:
Palm Springs – 3255 E. Tahquitz Canyon Way., Palm Springs, CA 92262
Riverside – 4050 Main Street, Riverside, CA 92501
Temecula – 41002 County Center Drive, Ste 100, Temecula, CA 92591

D. Mail, by certified mail, court-ordered notices to defendants in correctional facilities for ASD services not accepting personal or substitute service.

E. Attach the Proof of Service under Section 366.26 of the Welfare and Institutions Code cover page, attached hereto as **Exhibit C** and incorporated herein by this reference, to each service request. The cover page should have the "Attorney or Party without Attorney" information completed with the correct address of the appropriate court location.

F. Mail, by certified mail, court-ordered notices to CSD clients in correctional facilities not accepting personal or substitute service.

G. Include, for all services from other DPSS divisions: The noticing department division name, point of contact information, and associated PO number on each service request. The request shall have complete serve information with the correct address of the appropriate court location.

B.2 CONTRACTOR RESPONSIBILITIES

CONTRACTOR Shall:

A. Assign staff to be liaison between CONTRACTOR and DPSS.

B. Adhere to Personal Process or Substitute Service Requirements. CONTRACTOR shall be solely responsible for ensuring that all services provided under this Agreement, including service of process, are performed in full compliance with all applicable federal, state, and local laws, rules of court, and regulations governing service of process in the State of California.

CONTRACTOR represents and warrants that it is knowledgeable in and will adhere to all legal requirements relating to the manner, timing, documentation, and proof of service, including but not limited to California Code of Civil Procedure and any applicable court rules. CONTRACTOR shall be responsible for any damages, costs, or delays resulting from improper or defective service of process.

CONTRACTOR shall, upon request, provide complete and accurate proof of service or sworn affidavit detailing the manner and circumstances of service. In the event the validity or sufficiency of service is contested, CONTRACTOR shall, at no additional cost to COUNTY, cooperate fully and provide any necessary declarations, affidavits, or testimony (either written or in-person) to establish that service was properly effectuated in compliance with applicable law. CONTRACTOR shall maintain adequate records of all service attempts and communications to support such testimony.

Sample Judicial Council Proof of Service forms are attached to this Agreement for reference purposes only. CONTRACTOR acknowledges that such samples are provided as examples and may not reflect the most current versions of the required forms. CONTRACTOR shall be solely responsible for determining and using the correct and most up-to-date Judicial Council forms, or any other forms required by law or local rule, for each type of service performed. CONTRACTOR shall monitor and comply with all updates or revisions to such forms as issued by the Judicial Council of California or applicable courts.

C. Receive work assignments from CSD, ASD, or IHSS, RCU/Revenue & Recovery electronically via encrypted email, facsimile or web portal.

D. Provide Elder or Dependent Adult Abuse Restraining Orders, including the APS Initiated Restraining Order (AIRO).

E. Provide County prosecution and defense of County actions including, but not limited to, code enforcement, eminent domain, tort and other litigation cases filed by or against the County.

F. Collect overpayments from temporary assistance violations involving small claims filings that include, but are not limited to:
   1. Initial filings
   2. Orders of Examination (ORAPS)
   3. Writs of Execution throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange, and other areas within the State of California or the continental United States.

G. Provide services related to juvenile court matters throughout Riverside, San Bernardino, Los Angeles, San Diego, Orange Counties, and other areas within the State of California or the continental United States.

H. Provide service of process on court-ordered notices within the time frame prescribed by all applicable federal, state, and local laws, rules of court, and regulations governing service of process in the State of California. Notices include, but are not limited to, notices for hearings, temporary restraining orders, subpoenas, delivery of legal documents, garnishments, Levy/Earnings Withholding Order (EWO) and Writ services, or other matters of the court.

I. Adhere to the California Business and Professions Code Section 22350 and 22353 relating to certifications and qualifications for person performing court process serving.

J. Conduct the service of process in a courteous and professional manner, as a representative of the court and DPSS. The CONTRACTOR shall exercise the highest degree of professionalism in all interactions with clients, the party located, and others with whom they come in contact during the service. This includes the ability to be discreet in dealing with confidential information.

K. Identify himself/herself to the party receiving the service of process, on request, by showing their Identification Card provided by the CONTRACTOR.

L. Provide process services within the following geographical areas or outlying areas by special arrangement:

   a. Riverside County
   b. San Bernardino County
   c. Orange County
   d. Los Angeles County
   e. San Diego County
   f. Imperial County
   g. Rural/Remote Areas (any population, housing, or territory NOT in an urban area. Urban areas are populations of 50,000 or more, as reported by the most recent Census data).
   h. Other counties within the State of California, but outside of the above listed areas
   i. Outside of the State of California, but within the continental United States.

M. Be available to provide process services 24-hours-per-day, seven (7) days-a-week, as necessary to ensure service is effective within the prescribed timeframe as mandated by law.

N. Provide immediate same-day service of process on court-ordered restraining orders, or other court matters, as requested in writing by the County for “Same Day Service”.

O. Complete three (3) attempts of services within ten (10) days of pick-up of the court documents for service or receipt of encrypted email, facsimile or web portal orders for “Normal Services”.

P. Perform substitute service when appropriate. Substituted service (sub-serve) is permitted when the individual party to be served is unavailable. Substituted service allows the process server to leave service documents with another responsible and competent person who is at least 18 years of age and living at the residence with the person to be served; or with a person who is in charge of receiving legal documents; or mail at the defendant’s primary place of business or employment. A second copy must be sent, by first class mail, in an envelope addressed to the defendant at the address where the first notice was delivered. Restraining orders must be personally served on all attempts and may not be substitute served.

Q. Provide Advance Payments to third party agencies for payment through “Advance Fees” for Advance Fee.

R. Wait or stake out a location, including Correctional Facilities, in order to identify and/or observe the servee to effect service in the Surveillance/Wait Time/Stakeout process. Surveillance will only be conducted upon prior authorization from the requesting party and the Chief Deputy County Counsel. Authorization must be provided in writing and signed by the requesting party and Chief Deputy County Counsel; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

S. Perform specific/special task to effect service that would not ordinarily occur in the normal serving of process in the Special Handling process. (i.e., County requests that service be affected on a certain day at a certain time.) Special handling will not be charged without prior authorization from requesting party and the Chief Deputy County Counsel. Authorization must be provided in writing and signed by the requesting party and Chief Deputy County Counsel; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

T. Participate in Joint Operation Meetings (JOMs) held between the CONTRACTOR and DPSS. JOMs will be held bi-annually or upon an agreed frequency for Joint Operation Meetings.

U. Adult Services Division Court Server Process

a. Receive work assignments from ASD electronically via encrypted email, facsimile or web portal, or pick-up from County of Riverside, County Counsel Office, 3960 Orange Street, 5th floor, Riverside, CA 92501.

b. Sign, date, and return the cover sheet to DPSS Noticing Clerk as proof of receipt.

c. Serve documents no later than 5 days prior to hearing, unless court has approved request to give less than five days' notice.

d. Complete and deliver EA-200 Proof of Personal Service (Elder or Dependent Adult Abuse Prevention) **(Exhibit B**) or applicable Non-Service Report MC-030 (Exhibit A) to designated County Counsel Representative at the designated address 3960 Orange Street, 5th floor, Riverside, CA 92501, within three (3) days of service of action upon completion of service.

e. Include, DPSS ASD Contract Support at: dpss_asd_contract_support@rivco.org with updates of actions in **#4.**

f. Current working hours for pick up and drop off locations for Riverside County are from 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, attached hereto as **Exhibit O**, and incorporated herein by this reference.

V. Children's Services Division Court Server Process

1. Receive work assignments from CSD electronically via encrypted email, facsimile or web portal.

2. Sign, date and return the cover sheet to DPSS Noticing Clerk as proof of receipt.

3. Serve documents within ten (10) days of receipt of assignments.

4. Complete and deliver Proof of Service (JV-310) **(Exhibit C)** or applicable non-service report **(Exhibit O)**, along with the original Notice of Hearing on Selection of a Permanent Plan JV-300 **(Exhibit D)**, upon completion of service to the designated County Counsel

Representative at the designated addresses below, within three (3) days of service of an action:

Riverside County Counsel
9991 County Farm Road, Suite 113
Riverside, CA 92503; or

Southwest County Counsel
30755-D Auld Road, Suite 2221
Murrieta, California 92563; or

Indio County Counsel
82995 Hwy 111, Suite 201
Indio, California 92201

5. Complete the Proof of Service—Juvenile JV-510, **(Exhibit E)**, for each process served.

   a. Deliver the Proof of Service—Juvenile JV-510 **(Exhibit E)** along with the original Notice of Hearing and Temporary Restraining Order—Juvenile JV-250 **(Exhibit F)**, Visitation (Parenting Time) Order—Juvenile JV-205 **(Exhibit G)**, and Reasons for No or Supervised Visitation—Juvenile JV-206 **(Exhibit H)** to the designated County Counsel Representative within three (3) days of service of an action.

6. Deliver the Proof of Service—Juvenile JV-510 **(Exhibit E)** along with the Request and Order to Continue Hearing JV-251 **(Exhibit I)** to the designated County Counsel Representative within three (3) days of service of an action, if a request to continue the temporary restraining order hearing is granted.

   a. County Counsel may schedule additional pick-up as required.

W. Recovery Collections Unit Court Server Process

1. Receive work assignments, SC-100 **(Exhibit M)** or SC-100A **(Exhibit N)**, from RCU electronically via encrypted email, facsimile or web portal.

2. Sign, date and return the cover sheet to the Financial Accounting Section, Legal Desk as proof of receipt.

3. Serve documents within ten (10) days of receipt of assignments.

4. Deliver Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** to the Financial Accounting Section, Legal Desk upon completion of service.

5. Complete the Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** for each process served.

   a. Deliver the Proof of Service (SC-104) **(Exhibit L)** or non-service report **(Exhibit O)** to the Financial Accounting Section, Legal Desk within three (3) days of service of an action to:

Recovery Collections Unit
Legal Desk
4060 County Circle Drive, First Floor
Riverside, CA 92503
FAX: 951.358.3406

b. A list of addresses for courts in Riverside is attached hereto as **Exhibit P** and incorporated herein by this reference.

6. Conduct registered process server Levy/Earnings Withholding Orders (EWO) and Writ services. This shall include trips to the Sherriff office, mailing notifications and other paperwork needed.

7. Perform special/specific services that would not ordinarily occur in the normal serving process. Special requests will not be charged without prior authorization in writing from requesting party and Program Development Region. Authorization must be provided in writing and signed by the requesting party and Program Development Region – Regional Manager or CSD Deputy Director; written authorization can be in digital/electronic format. Authorization must be attached to corresponding invoice.

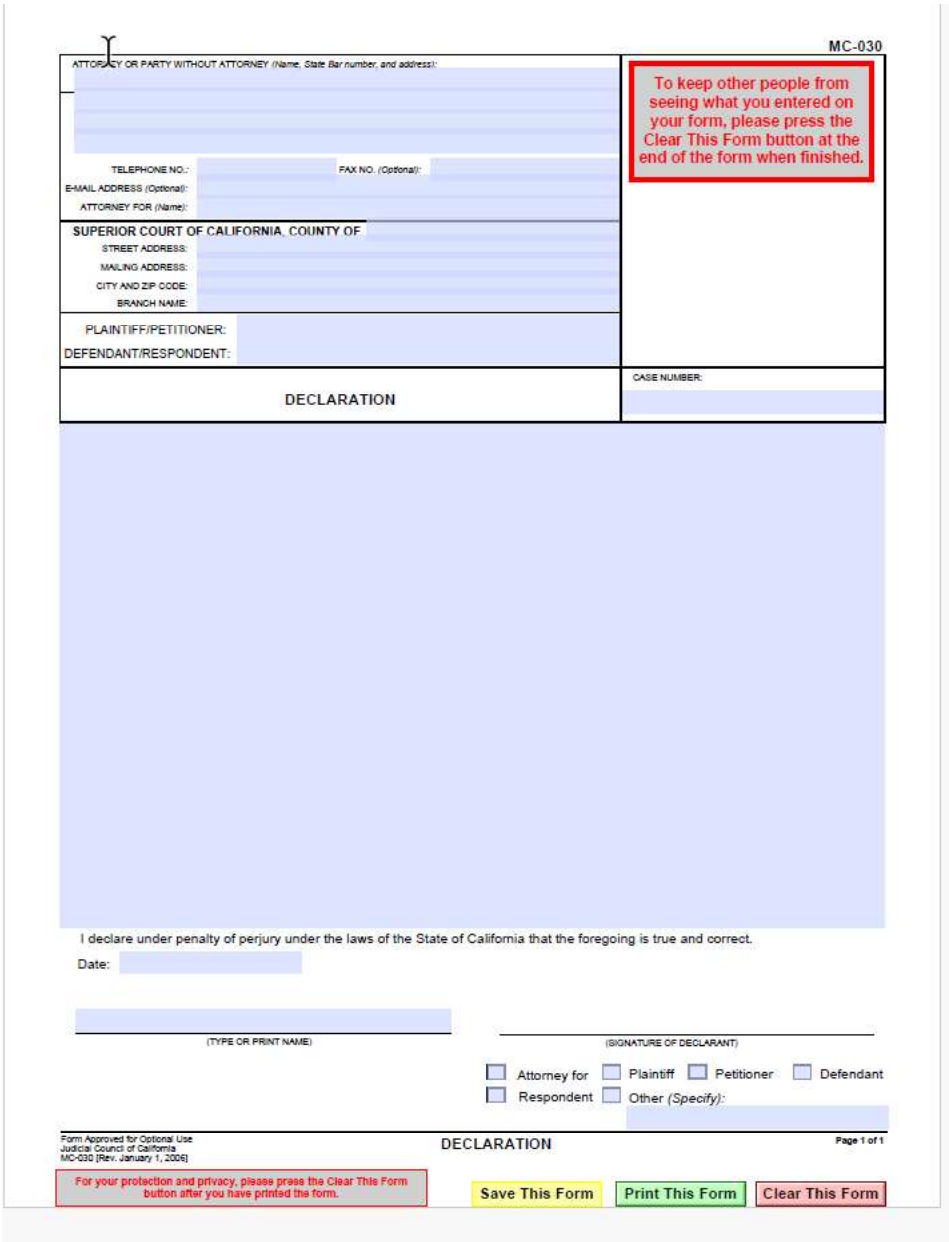
8. The liaison for the Recovery Collections Unit office may schedule additional pick-ups, at one of the Riverside County Courts listed in **Exhibit P**, as required.

9. Current working hours for pick up and drop off locations for Riverside County are from 8:00 a.m. to 5:00 p.m., Monday through Friday unless otherwise stated in the Riverside County List of Holidays, attached hereto as **Exhibit Q**, and incorporated herein by this reference.

X. Make available the following on a secured online system:
   a. Orders
   b. Proof of Service - Document efforts on worksheet or online through portal within 24 business hours.
   c. Electronic Document Transfer

Y. REPORTING
   a. QUARTERLY REPORTS
      i. Quarterly, cumulative reports shall be provided to DPSS Adult Services Division (ASD) within thirty (30) days following the end of the quarter in which the services were provided. Reports must be submitted to dpss_asd_contract_support@rivco.org and must include the following information:
         1. The number of notices served on the first attempt
         2. Number of successful 2nd attempts to serve notices
         3. Number of successful 3rd attempts to serve notices
         4. Number of successful 4th and any additional attempts to serve notices;
         5. The number of failed notices;
         6. Summary report of notices delivered by county.

Exhibit A – MC-030 Non-Service Report



MC-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

TELEPHONE NO.: FAX NO. (Optional):
E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

PLAINTIFF/PETITIONER:
DEFENDANT/RESPONDENT:

To keep other people from seeing what you entered on your form, please press the Clear This Form button at the end of the form when finished.

DECLARATION

CASE NUMBER:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Attorney for Plaintiff Petitioner Defendant
Respondent Other (Specify):

Form Approved for Optional Use
Judicial Council of California
MC-030 [Rev. January 1, 2006]

DECLARATION

Page 1 of 1

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Save This Form Print This Form Clear This Form

Exhibit B – EA-200 Proof of Personal Service

EA-200 **Proof of Personal Service**

Clerk stamps date here when form is filed.

(1) **Elder or Dependent Adult**
Name: _____

(2) **Person From Whom Protection Is Sought or Person Alleged to Be Preventing Contact**
Name: _____

(3) **Notice to Server**



The server must:
- Be 18 years of age or older.
- Not be listed in items (1), (3), or (6) of form EA-100 or be listed in items (1), (2), (3), or (4) on form EA-300.
- Give a copy of all documents checked in (4) to the person in (2). (You cannot send them by mail.) Then complete and sign this form and give or mail it to the person in (1).

Fill in court name and street address:
Superior Court of California, County of

Court fills in case number when form is filed.
Case Number:

PROOF OF PERSONAL SERVICE

(4) I gave the person in (2) a copy of the forms checked below:
- a. ☐ EA-109, *Notice of Court Hearing*
- b. ☐ EA-110, *Temporary Restraining Order*
- c. ☐ EA-100, *Request for Elder or Dependent Adult Abuse Restraining Orders*
- d. ☐ EA-120, *Response to Request for Elder or Dependent Adult Abuse Restraining Orders* (blank form)
- e. ☐ EA-120-INFO, *How Can I Respond to a Request for Elder or Dependent Adult Abuse Restraining Orders?*
- f. ☐ EA-130, *Elder or Dependent Adult Abuse Restraining Order After Hearing*
- g. ☐ EA-250, *Proof of Service of Response by Mail* (blank form)
- h. ☐ EA-800, *Receipt for Firearms, Firearm Parts, and Ammunition* (blank form)
- i. ☐ EA-300, *Request for Elder or Dependent Adult Restraining Order Allowing Contact*
- j. ☐ EA-309, *Notice of Court Hearing to Allow Contact*
- k. ☐ EA-320, *Response to Request for Elder or Dependent Adult Restraining Order Allowing Contact* (blank form)
- l. ☐ EA-320-INFO, *How Can I Respond to a Request for an Elder or Dependent Adult Restraining Order Allowing Contact?*
- m. ☐ EA-330, *Elder or Dependent Adult Restraining Order Allowing Contact After Hearing*
- n. ☐ Other *(specify):* _____

(5) I personally gave copies of the documents checked above to the person in (2):
- a. On *(date):* _____ b. At *(time):* _____ ☐ a.m. ☐ p.m.
- c. At this address: _____

City: _____ State: _____ Zip: _____

Case Number:

6 Server's Information

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

(If you are a registered process server):

County of registration: _____ Registration number: _____

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____

Type or print server's name *Server to sign here*

Exhibit C – Proof of Service (JV-310)

JV-310

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NUMBER:	FOR COURT USE ONLY
NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (*name*):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CASE NAME:	
PROOF OF SERVICE UNDER SECTION 366.26 OF THE WELFARE AND INSTITUTIONS CODE	CASE NUMBER:

1. I served a copy of the attached *Notice of Hearing* under section 366.26 on *(identify name and relationship to child below):*
   a. Name of person served:
   b. ☐ Mother ☐ Legal/Presumed father ☐ Alleged father ☐ Guardian ☐ Child 10 or over ☐ Present custodian ☐ Grandparent ☐ Counsel of record
2. *Manner of service (check proper box):*
   a. ☐ **Personal service.** By personally delivering a copy to the person served.
      (1) Date of service: (2) Time of service:
   b. ☐ **Substituted service.** By delivering copies to a competent adult at the usual place of residence or business of the person served, and thereafter mailing a copy by first-class mail to the person at the place where the copy was delivered.
      (1) Name of person with whom left:
      (2) Date and time of leaving:
      (3) Date of mailing:
      (4) Place of mailing *(city and state):*
   c. ☐ **Certified mail to residence or business.** *(Attach evidence of mailing.)*
   d. ☐ **Certified mail to counsel of record.** *(Attach evidence of mailing.)*
   e. ☐ **First-class mail.** By placing copies in a sealed envelope and depositing the envelope ☐ directly in the United States mail with postage paid OR ☐ at my place of business for same-day collection and mailing with the United States mail, following our ordinary business practices with which I am readily familiar.
      (1) ☐ To residence *(address):*
      (2) ☐ To business *(address):*
      (3) Date of deposit:
      (4) Place of deposit *(city and state):*
   f. ☐ **First-class mail to grandparent.**
      (1) Addressed as follows *(name and address):*
      (2) Date of deposit:
      (3) Place of deposit *(city and state):*
   g. ☐ **Publication.** *(Attach evidence of publication.)*
   h. ☐ **Electronic Service** *(electronic service address):*
   i. ☐ **Other:**
3. At the time of service I was at least 18 years of age. If service was made in person or by mail, I am not a party to this matter. I am a resident of or employed in the county where the service occurred. My residence or business mailing address, or my electronic service address is *(specify):*

(specify):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE)

Form Adopted for Mandatory Use
Judicial Council of California
JV-310 [Rev. January 1, 2019]

PROOF OF SERVICE UNDER SECTION 366.26 OF THE WELFARE AND INSTITUTIONS CODE

Code of Civil Procedure, § 1013a;
Welfare and Institutions Code, §§ 366.23, 366.26;
Cal. Rules of Court, rules 5.504, 5.725
www.courts.ca.gov

Exhibit D – Notice of Hearing on Selection of a Permanent Plan (JV-300)

JV-300

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address)*:	*FOR COURT USE ONLY*
TELEPHONE NO.: FAX NO. *(Optional)*: E-MAIL ADDRESS *(Optional)*: ATTORNEY FOR *(Name)*:	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
CASE NAME:	
NOTICE OF HEARING ON SELECTION OF A PERMANENT PLAN	CASE NUMBER:

NOTICE TO *(name and address)*:

—IMPORTANT NOTICE—

A hearing under Welfare and Institutions Code section 366.26 has been set for the date and time below. At the hearing the court may terminate parental rights and free the child for adoption, order tribal customary adoption, establish legal guardianship, or place the child in a planned permanent living arrangement. You have the right to be present at this hearing and have an attorney represent you.

1. A hearing will be held

on *(date)*:	at *(time)*:	in Dept.:	Room:

located at ☐ court address above ☐ other *(specify address)*:

2. At the hearing, the court will consider the recommendation of the social worker or probation officer and make an order concerning the following children *(names)*:

3. **THE ☐ SOCIAL WORKER ☐ PROBATION OFFICER RECOMMENDS**
   a. ☐ Termination of parental rights and implementation of a plan of adoption.
   b. ☐ Tribal customary adoption.
   c. ☐ Establishment of a legal guardianship.
   d. ☐ Identified placement with a specific goal *(specify)*:

4. **TO THE PARENTS, GUARDIANS, AND CHILDREN:**
   a. **You have the right to be present at the hearing, to present evidence, and to be represented by an attorney. In a dependency matter, the court will appoint an attorney for you if you cannot afford one.**
   b. Prior to the hearing, the social worker or probation officer will prepare an assessment report with recommendations. Parents and guardians must be provided with a copy of this report. The ☐ social worker's ☐ probation officer's report dated: ☐ is ☐ is not attached.
   c. If the court orders termination of parental rights, the order may be final.
   d. The court will proceed with this hearing whether or not you are present.

Date:

(TYPE OR PRINT NAME) ▶ (SIGNATURE OF PETITIONER)

Request for Accommodations
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the proceeding. Contact the clerk's office or go to *www.courtinfo.ca.gov/forms* for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

Form Adopted for Mandatory Use
Judicial Council of California
JV-300 [Rev. July 1, 2010]

NOTICE OF HEARING ON SELECTION OF A PERMANENT PLAN

Welfare and Institutions Code, §§ 366.24, 366.26, 727.3–727.4;
Cal. Rules of Court, rule 5.725
www.courts.ca.gov

Exhibit E – Proof of Service – Juvenile (JV-510)

JV-510

ATTORNEY OR PARTY WITHOUT ATTORNEY	STATE BAR NUMBER:	FOR COURT USE ONLY
NAME:		
FIRM NAME:		
STREET ADDRESS:		
CITY:	STATE: ZIP CODE:	
TELEPHONE NO.:	FAX NO.:	
E-MAIL ADDRESS:		
ATTORNEY FOR (*name*):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY AND ZIP CODE:		
BRANCH NAME:		
CASE NAME:		
PROOF OF SERVICE—JUVENILE		CASE NUMBER:

I served a copy of the *(name of document)* on *(hearing date, if applicable)* on the following persons or entities by personally delivering a copy to the person served, OR by delivering a copy to a competent adult at the usual place of residence or business of the person served and thereafter mailing a copy by first-class mail to the person served at the place where the copy was delivered, OR by placing a copy in a sealed envelope and depositing the envelope directly in the U.S. mail with postage prepaid or at my place of business for same-day collection and mailing with the U.S. mail, following our ordinary business practices with which I am readily familiar, OR by delivering a copy by electronic means at the electronic service address indicated below:

1. ☐ Social worker ☐ Probation officer
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

2. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

3. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

4. ☐ Mother ☐ Father ☐ Legal guardian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

   ☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

Form Adopted for Mandatory Use
Judicial Council of California
JV-510 [Rev. January 1, 2019]

PROOF OF SERVICE—JUVENILE

www.courts.ca.gov

CASE NAME:	CASE NUMBER:

5. ☐ Child *(if 10 years of age or older)*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

6. ☐ Child *(if 10 years of age or older)*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

7. ☐ Child's sibling
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Attorney
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

8. ☐ CASA volunteer
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

9. ☐ Child's caregiver/De facto parent
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

10. ☐ Tribe/Bureau of Indian Affairs
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

11. ☐ Grandparent
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

12. ☐ Indian custodian
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

13. ☐ Other *(specify):*
   a. Name:
   b. Mailing or electronic service address:
   c. Date of service:
   d. Method of service:

☐ Additional persons served are listed on form JV-510(A) *Attachment to Proof of Service–Juvenile (Additional Persons Served)*

14. At the time of service I was at least 18 years of age. If service was made in person or by mail, I am not a party to this matter. I am a resident of or employed in the county where the service occurred. My residence or business mailing address, or my electronic service address is *(specify):*

I declare under penalty of perjury under the laws of the State of California that the foregoing and all attachments are true and correct.

Date:

(TYPE OR PRINT NAME)

▶ (SIGNATURE)

Exhibit F Notice of Hearing and Temporary Restraining Order – Juvenile (JV-250)

JV-250 **Temporary Restraining Order—Juvenile**

Clerk stamps date here when form is filed.

Instruction: The person asking for a restraining order must complete items (1), (2), and (3) only. The court will complete the rest of this form.

☐ **Original Order** ☐ _____ **Amended Order**

(1) **Protected Person** *(name):* _____

(2) **Restrained Person**

*Full Name: _____

*Gender: ☐ M ☐ F ☐ Nonbinary

*Age: _____ *(Give estimate, if age unknown.)*

Date of Birth: _____ Height: _____ Weight: _____

Hair Color: _____ Eye Color: _____

*Race: _____

Relationship to person in (1): _____

Address of restrained person: _____

City: _____ State: _____ Zip: _____

Type, number, and location of firearms, firearm parts, or ammunition that restrained person may have: _____

(Information that has a star (*) next to it is required to add this order into a California police database. Give all the information you know.)

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Court fills in case number when form is filed.

Case Number:

(3) ☐ **Other Protected People**

In addition to the person named in (1), the people listed below are protected by the orders listed in (8) through (12).

Full name	Age	Relationship to child

☐ Check here if you need to list more people. List them on a separate piece of paper, write "JV-250, Other Protected People" at the top, and attach it to this form.

(4) **Your Hearing Date (Court Date)**

This order expires at the end of the hearing listed below:

Hearing Date: _____ Time: _____ ☐ a.m. ☐ p.m.

This order must be enforced throughout the United States. See page 6.

This is a Court Order.

Case Number:

To the Person in (2)

The judge has granted temporary orders. See items (5) through (15). If you do not obey these orders, you can be charged with a crime, go to jail or prison, and/or pay a fine. It is a felony to take or hide a child in violation of this order.

If the judge makes a restraining order at the hearing that has the same orders as in this form, you will get a copy of that order by mail at the address in (2). If this address is not correct, or to find out if the orders were made permanent, contact the court.

(5) No Firearms (Guns), Firearm Parts, or Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get any prohibited item listed below in b.

b. **Prohibited items are:**

(1) Firearms (guns);

(2) Firearm parts, meaning receivers, frames, and any item that may be used as or easily turned into a receiver or frame (see Penal Code section 16531); and

(3) Ammunition.

c. Within 24 hours of receiving this order, you must sell to or store with a licensed gun dealer, or turn in to law enforcement, any prohibited items you have in your immediate possession or control.

d. If law enforcement asks you for your prohibited items, you must turn them over immediately.

e. Within 48 hours of receiving this order, you must file a receipt with the court that proves all prohibited items have been turned in, stored, or sold. (You may use form DV-800/JV-270, *Receipt for Firearms, Firearm Parts, and Ammunition*.) If law enforcement served you with the restraining order, you must immediately surrender any prohibited items you have upon request by the officer. Within 48 hours, you must give a copy of the receipt to that law enforcement agency.

(6) ☐ Restrained Person Has Prohibited Items

The court finds that you have the following prohibited items:

a. **Firearms and firearm parts**

Description	Location, if known	Proof of compliance received by the court
(1) _____	_____	☐ *(date):* _____
(2) _____	_____	☐ *(date):* _____
(3) _____	_____	☐ *(date):* _____
(4) _____	_____	☐ *(date):* _____

Case Number:

(6) b. **Ammunition**

	Description	Amount, if known	Location, if known	Proof of compliance received by the court
(1)				☐ *(date):*
(2)				☐ *(date):*
(3)				☐ *(date):*
(4)				☐ *(date):*

☐ Check here to list additional items. List them on a separate piece of paper, write "JV-250, Restrained Person Has Prohibited Items" at the top, and attach it to this form.

(7) ☐ **Court Hearing to Review Firearms (Guns), Firearm Parts, and Ammunition Compliance**

In addition to the hearing listed in item (4), you must attend the court hearing listed below to prove that you have properly turned in, sold, or stored all prohibited items (described in (5)b) you still have or own, including any items listed in (6). If you do not attend the court hearing listed below, a judge may find that you have violated the restraining order and notify a prosecuting attorney of the violation.

Name and address of court, if different from court address listed on page 1

Date: _____ Dept.: _____

Time: _____ Room: _____

(8) **No Body Armor**

You cannot own, possess, or buy body armor (defined in Penal Code section 16288). You must relinquish any body armor you have in your possession.

(9) **Cannot Look for Protected People and Others**

You must not take any action to look for any person protected by this order or a protected person's family members, caretakers, or guardians, including their addresses or locations.

☐ If checked, this order was **not granted** because the judge found good cause to not make the order.

(10) **Order to Not Abuse** ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

You must not do the following things to the person in (1) and any person listed in (3):
Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, keep under surveillance, impersonate (on the internet, electronically, or otherwise), block movements, annoy by phone or other electronic means (including repeated contact), or disturb the peace.

☐ *(If this box is checked, this case involves domestic violence and you must not do any of the actions listed below.)*

- "Disturb the peace" means to destroy someone's mental or emotional calm. This can be done directly or indirectly, such as through someone else. This can also be done in any way, such as by phone, over text, or online. Disturbing the peace includes coercive control.

This is a Court Order.

Case Number:

(10) • "Coercive control" means a number of acts that unreasonably limit the free will and individual rights of any person protected by this restraining order. Examples include isolating them from friends, relatives, or other support; keeping them from food or basic needs; controlling or keeping track of them, including their movements, contacts, actions, money, or access to services; and making them do something by force, threat, or intimidation, including threats based on actual or suspected immigration status. Coercive control includes reproductive coercion meaning controlling someone's reproductive choices, such as using force, threat, or intimidation to pressure someone to be or not be pregnant, and to control or interfere with someone's contraception, birth control, pregnancy, or access to health information.

(11) No-Contact Order ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. You must **not contact** ☐ the person in (1) ☐ the persons in (3) directly or indirectly, by any means, including by telephone, mail, email, or other electronic means.

b. ☐ Exception to 11a:

(1) ☐ You may have brief and peaceful contact with the person in (1) only to communicate about your children for court-ordered visits.

(2) ☐ You may have contact with your children only during court-ordered contact or visits.

(3) ☐ Other *(explain):* _____

c. Peaceful written contact through a lawyer or process server or another person for service of legal papers related to a court case is allowed and does not violate this order.

(12) Stay-Away Order ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. You must stay at least *(specify):* _____ yards away from *(check all that apply):*

☐ Person in (1).
☐ Home of person in (1).
☐ Job or workplace of person in (1).
☐ Vehicle of person in (1).
☐ School of person in (1).
☐ Persons in (3).
☐ Children's school or childcare.
☐ Other *(explain):* _____

b. ☐ Exception to 12a:

The stay-away orders do not apply:

(1) ☐ For you to exchange your children for court-ordered visits. You must do so briefly and peacefully.

(2) ☐ For you to contact or visit with your children for court-ordered contact or visits.

(3) ☐ Other *(explain):* _____

_____

(13) Order to Move Out ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

You must take only personal clothing and belongings needed until the hearing and move out immediately from *(address):* _____

Case Number:

(14) ☐ Visitation With Children ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

The court has ordered visitation with the children in this case.

a. ☐ The visitation orders are *(specify):*

b. ☐ The orders are in the attached form JV-205, *Visitation (Parenting Time) Order—Juvenile.*

c. ☐ The orders are in an attached document *(specify):*

(15) Protect Animals ☐ **Not requested** ☐ **Denied until the hearing** ☐ **Granted as follows:**

a. ☐ You must stay at least _____ yards away from the animals listed below.

b. ☐ You must not take, sell, hide, molest, attack, strike, threaten, harm, get rid of, transfer, or borrow against the animals listed below.

c. ☐ The person in (1) is given the sole possession, care, and control of the animals listed below.

Name *(or other way to ID animal)*	Type of animal	Breed *(if known)*	Color

(16) Service

a. ☐ **No other service is needed.** The person in (2) attended the juvenile court hearing on *(date):* _____ when these orders were made.

b. ☐ **The person in (2) must be personally served** with a copy of this order, a blank copy of *Response to Request for Juvenile Restraining Order* (form JV-247), and *Request for Juvenile Restraining Order* (form JV-245), if form JV-245 was filed, by *(date):* _____

(17) Enter Restraining Order Into Database

Within one business day, this order must be entered into the California Law Enforcement Telecommunications System (CLETS).

a. ☐ The court will enter the order into CLETS.

b. ☐ The court or someone it designates will send a copy of this order to a local law enforcement agency. If the court designates someone, provide their name: _____

(18) ☐ Attached Pages

Number of pages attached to this seven-page form: _____

Date: _____

_____
Judicial Officer

This is a Court Order.

Case Number:

Certificate of Compliance With Violence Against Women Act for Temporary Orders

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994), upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. **This order is valid and entitled to enforcement in all jurisdictions throughout the 50 United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.**

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Duties of Officer Serving This Order

The officer who serves this order on the Restrained Person must do the following:

- Ask if the Restrained Person is in possession of any of the prohibited items listed in ⑤, or has custody or control of any that they have not already turned in.
- Order the Restrained Person to immediately surrender to you all prohibited items.
- Issue a receipt to the Restrained Person for all prohibited items that have been surrendered.
- Complete a proof of personal service and file it with the court. You may use form DV-200 for this purpose.
- Within one business day of service, submit the proof of service directly into the California Restraining and Protective Order System (CARPOS), including the serving officer's name and law enforcement agency.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Penal Code sections 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Penal Code section 13710(b).)

Case Number:

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following priority (see Penal Code section 136.2 and Family Code sections 6383(h)(2), 6405(b)):

1. **Emergency Protective Order (EPO):** If one of the orders is an *Emergency Protective Order* (form EPO-001), provisions (e.g., stay-away order) that are more restrictive than in the other restraining/protective orders must be enforced. Provisions of another order that do not conflict with the EPO must be enforced.

2. **No-Contact Order:** If a restraining/protective order includes a no-contact order, the no-contact order must be enforced. Item (11) is an example of a no-contact order.

3. **Criminal Protective Order (CPO):** If none of the orders include an EPO or a no-contact order, the most recent CPO must be enforced. (Family Code sections 6383(h)(2) and 6405(b).) Additionally, a CPO issued in a criminal case involving charges of domestic violence, Penal Code sections 261, 261.5, or former 262, or charges requiring sex offender registration must be enforced over any civil court order. (Penal Code section 136.2(e)(2).) All provisions in the civil court order that do not conflict with the CPO must be enforced.

4. **Civil Restraining Orders:** If there is more than one civil restraining order (e.g., domestic violence, juvenile, elder abuse, civil harassment) then the order that was issued last must be enforced. Provisions that do not conflict with the most recent civil restraining order must be enforced.

(The clerk will fill out this part.)

—Clerk's Certificate—

Clerk's Certificate [seal]

I certify that the foregoing *Temporary Restraining Order—Juvenile* is a true and correct copy of the original on file in the court.

Date: Clerk, by_____, Deputy

This is a Court Order.

Exhibit G – Visitation (Parenting Time) Order – Juvenile (JV-205)

JV-205

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

VISITATION (PARENTING TIME) ORDER—JUVENILE

Attachment to ☐ ***Custody Order—Juvenile—Final Judgment*** (form JV-200)
☐ ***Notice of Hearing and Temporary Restraining Order—Juvenile*** (form JV-250)
☐ ***Restraining Order—Juvenile*** (form JV-255) ☐ ***Change to Restraining Order After Hearing*** (form JV-257)

1. This order applies to the following children *(name each)*:
   a. _____ b. _____ c. _____
   d. _____ e. _____ f. _____
2. ☐ **VISITATION (Parenting Time)** *(name of parent)*: _____ will have the children with him or her
   ***(NOTE:** Either a or b must be checked. If neither is checked, this order may not be enforceable.)*
   a. ☐ as stated in the visitation agreement on Attachment 2a.
   or
   b. ☐ as follows:
      (1) ☐ **Weekends** starting on *(specify date)*:

☐ First weekend of the month *(specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ *Second weekend of the month (specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ *Third weekend of the month (specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ *Fourth weekend of the month (specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.
☐ *Fifth weekend of the month (specify day(s) and times)*:	from	_____	at	_____	☐ a.m.	☐ p.m.
	to	_____	at	_____	☐ a.m.	☐ p.m.

      (2) ☐ **Alternating weekends** starting on *(specify date)*: from _____
      at _____ ☐ a.m. ☐ p.m. to _____ at _____ ☐ a.m. ☐ p.m.
      (3) ☐ **Midweek** from _____ at _____ ☐ a.m. ☐ p.m.
      to _____ at _____ ☐ a.m. ☐ p.m.
      (4) ☐ **Other** *(specify days and times as well as any additional conditions)*:

      ☐ Continued on Attachment 2b(4).
3. ☒ **SUPERVISED VISITATION.** Until ☐ further order of the superior court ☒ other *(specify)*: AS DIRECTED BY DPSS
   (name of parent): _____ may have only supervised visitation with the children according to the schedule in 2 for the reasons stated on ☐ the attached form JV-206 ☐ Attachment 3.
   Visit supervisor *(name)*: Phone #: E-mail:
4. ☐ **TRANSPORTATION FOR VISITATION AND PLACE OF EXCHANGE**
   a. ☐ Transportation to the visits must be provided by ☐ Parent *(name)*:
      ☐ Other *(specify)*:
   b. ☐ Transportation from the visits must be provided by ☐ Parent *(name)*:
      ☐ Other *(specify)*:
   c. ☐ The children must be delivered to and picked up from *(specify location)*:
   d. ☐ Other *(specify)*:

Page 1 of 2

Form Adopted for Mandatory Use
Judicial Council of California
JV-205 [Rev. January 1, 2016]

VISITATION (PARENTING TIME) ORDER—JUVENILE

Family Code, § 3020 et seq.; Penal Code, § 136.2; Welfare and Institutions Code, §§ 302(d), 304, 362.4, 726.5; Cal. Rules of Court, rule 5.700
www.courts.ca.gov

JV-205

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

5. ☐ **TRAVEL WITH CHILDREN**. Parent *(name):*
must have written permission from the other parent *(name):*
or a court order to take the children out of
   a. ☐ the state of California.
   b. ☐ the following counties *(specify):*
   c. ☐ other places *(specify):*

6. ☐ **Other findings and orders** *(specify circumstances, at the time of the order, underlying any limits on visitation):*

☐ Continued on Attachment 6.
☐ Continued on the attached form JV-206.

Instruction for Law Enforcement

Conflicting Orders—Priorities for Enforcement.

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced in the following order (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h)(2) and 6405(b)):

1. *EPO:* If one of the orders is an *Emergency Protective Order* (form EPO-001) and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order:* If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order:* If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order:* If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Exhibit H – Reasons for No or Supervised Visitation – Juvenile (JV-206)

JV-206

CASE NAME:	CASE NUMBER: JUVENILE: FAMILY:

REASONS FOR NO OR SUPERVISED VISITATION—JUVENILE

Attachment to ☐ *Custody Order—Juvenile—Final Judgment* (form JV-200)
☐ *Visitation (Parenting Time) Order—Juvenile* (form JV-205)

1. This order applies to the following children *(name each):*

2. This parent *(name):* was ordered to have ☐ no visitation ☐ only supervised visitation with the child or children named in 1 because

   a. this parent ☐ has not completed ☐ has not made substantial progress in the following court-ordered programs:

   - ☐ Sexual abuse treatment or awareness program ☐ for offenders ☐ for victims
   - ☐ Drug abuse treatment program with random testing
   - ☐ Alcohol abuse treatment program with random testing
   - ☐ Domestic violence treatment program ☐ for offenders ☐ for victims
   - ☐ Anger management training
   - ☐ Parenting classes
   - ☐ Individual counseling
   - ☐ Other *(specify):*

   b. The court denied services to this parent on *(date):* based on a finding, by clear and convincing evidence, that:

   - ☐ he or she was responsible for severe sexual abuse of the child as described in section 361.5(b)(6) of the Welfare and Institutions Code.
   - ☐ he or she was responsible for severe physical abuse of or severe physical harm to the child as described in section 361.5(b)(5)–(6) of the Welfare and Institutions Code.
   - ☐ his or her whereabouts were unknown on that date and remain unknown.
   - ☐ other *(specify):*

Completion of one of the programs above *might,* but need not, constitute a significant change of circumstances for purposes of modifying this final custody order. (Welf. & Inst. Code, § 302(d).)

THIS IS A COURT ORDER.

Form Approved for Optional Use
Judicial Council of California
JV-206 [New January 1, 2016]

REASONS FOR NO OR SUPERVISED VISITATION—JUVENILE

Welfare and Institutions Code, §§ 302(d), 304, 361.5, 362.4, 726.5;
Cal. Rules of Court, rule 5.700
www.courts.ca.gov

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Exhibit I – Request and Order to Continue Hearing (JV-251)

JV-251 **Request to Reschedule Restraining Order Hearing**

Clerk stamps date here when form is filed.

Instructions: Use this form to ask the judge to reschedule your restraining order court date listed on:

- Form JV-250, *Notice of Court Hearing and Temporary Restraining Order—Juvenile*, or
- Form JV-260, *Notice of Court Hearing and Temporary Restraining Order Against a Child.*

If you have a lawyer in this case, your lawyer should fill out this form.

Fill in court name and street address:
Superior Court of California, County of

Fill in child's name
Child's name:

Fill in case number:
Case Number:

(1) My Information

a. My name is: _____

b. I am the:

(1) ☐ **Protected party** *(skip to (2))*.

(2) ☐ **Person to be restrained** *(give your contact information below)*.

Address where I can receive mail:
(This address will be used by the court and other party to notify you in this case. If you want to keep your home address private, you can use another address like a post office box or another person's address, if you have their permission.) If you have a lawyer, give your lawyer's address and contact information.

Address: _____

City: _____ State: ____ Zip: _____

My contact information *(optional)*:

Telephone: _____ Fax: _____

Email Address: _____

Lawyer's information *(skip if you do not have one)*:

Name: _____ State Bar No.: _____

Firm Name: _____

(2) Information About My Case

a. The other party in this case is *(full name)*: _____

b. I have a court date currently scheduled for *(date)*: _____

This is not a Court Order.

Case Number:

(3) Is a Temporary Restraining Order in Effect?

a. ☐ Yes. Date the order was made, if known: _____
(Please attach a copy of the order if you have one.)

b. ☐ No.

c. ☐ I don't know.

Notice: If your court date is rescheduled, any temporary restraining order will remain in effect until the end of the new court date, unless otherwise ordered by the court.

(4) Why Does Your Court Date Need to Be Rescheduled?

a. ☐ I am the person asking for protection, and I need more time to have the restrained party personally served.

b. ☐ I am the person the other party wants restrained, and this is my first request to reschedule the court date.

c. ☐ Other reason:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

(5) Your Signature

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____
Type or print your name *Sign your name*

(6) Your Lawyer's Signature *(if you have one)*

Date: _____

_____ ▶ _____
Lawyer's name *Lawyer's signature*

This is not a Court Order.

Exhibit J – Request to Reschedule Restraining Order Hearing (JV-253)

JV-253 **Order on Request to Reschedule Restraining Order Hearing**

Clerk stamps date here when form is filed.

Complete items (1) and (2) only.

(1) **Protected Party:** _____

(2) **Person to Be Restrained:** _____

(The court will complete the rest of this form.)

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Fill in case number:

Case Number:

(3) **Next Court Date**

a. ☐ The request to reschedule the court date is **denied.**

Your court date is: _____

(1) Any *Temporary Restraining Order* (form JV-250 or form JV-260) already granted stays in full force and effect until the next court date.

(2) Your court date is not rescheduled because: _____

b. ☐ The request to reschedule the court date is **granted.** Your court date is rescheduled for the day and time listed below. See (4)–(8) for more information.

New Court Date → Date: _____ Dept.: _____ Time: _____ Room: _____

Name and address of court, if different from above: _____

(4) **Temporary Restraining Order**

a. ☐ **There is no temporary restraining order (TRO) in this case until the next court date** because:

(1) ☐ A TRO was not previously granted by the court.

(2) ☐ The court terminates (cancels) the previously granted TRO because: _____

b. ☐ **A temporary restraining order (TRO) is in full force and effect** because:

(1) ☐ The court extends the TRO previously granted on *(date)*: _____ It now expires on *(date)*: _____

(If no expiration date is listed, the TRO expires at the end of the court date listed in (3) b).

(2) ☐ The court changes the TRO previously granted and signs a new TRO. The new TRO is attached to this order.

Warning and Notice to the Restrained Party: If (4) b is checked, a temporary restraining order has been issued against you. You must follow the orders until they expire.

c. ☐ Other *(specify)*: _____

This is a Court Order.

Case Number:

5 Reason Court Date Is Rescheduled

a. ☐ There is good cause to reschedule the court date *(check one)*:
   (1) ☐ The protected party has not served the party to be restrained.
   (2) ☐ Other (*explain*):_____

b. ☐ This is the first time that the party to be restrained has asked for more time to prepare.

c. ☐ The court reschedules the court date on its own motion.

6 Serving (Giving) Order to Other Party

The request to reschedule was made by the:

a. ☐ Protected party

(1) ☐ You do not have to serve the party to be restrained because they or their lawyer were at the court date or agreed to reschedule the court date.

(2) ☐ You must have the party to be restrained personally served with a copy of this order, the request for restraining order, and any temporary restraining order granted, by *(date)*: _____

(3) ☐ You must have the party to be restrained served with a copy of this order. This can be done by mail. You must serve by *(date)*: _____

(4) ☐ Other: _____

b. ☐ Party to be restrained

(1) ☐ You do not have to serve the protected party because they or their lawyer were at the court date or agreed to reschedule the court date.

(2) ☐ You must have the protected party personally served with a copy of this order by *(date)*: _____

(3) ☐ You must have the protected party served with a copy of this order. This can be done by mail. You must serve by *(date)*: _____

(4) ☐ Other: _____

c. ☐ Court

(1) ☐ Further notice is not required.

(2) ☐ The court will mail a copy of this order to all parties by *(date)*: _____

(3) ☐ Other: _____

This is a Court Order.

Case Number:

(7) Enter Order into Database

Within one business day, this order must be entered into the California Law Enforcement Telecommunications System (CLETS).

a. ☐ The court will enter the order into CLETS.

b. ☐ The court or someone it designates will send a copy of this order to a local law enforcement agency.

If the court designates someone, provide the person's name: _____

(8) ☐ Other Orders

_____

_____

_____

_____

(9) ☐ Attached Pages *(All of the attached pages are part of this order.)*

a. Number of pages attached to this three-page form: _____

b. Attachments include forms *(check all that apply)*:

☐ JV-250 ☐ JV-260 ☐ JV-272 ☐ Other: _____

Judge's Signature

Date: _____

_____
Judge or Judicial Officer



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms.htm for *Disability Accommodation Request* (form MC-410). (Civil Code section 54.8.)

Instructions to Clerk

If the hearing is rescheduled and the court extended, modified, or terminated a temporary restraining order, then the court must enter this order into CLETS or send this order to law enforcement to enter into CLETS, unless the court has designated the person named in (7)b to send a copy to law enforcement. The entry or sending of the order must be done within one business day from the day the order is made.

—Clerk's Certificate—

Clerk's Certificate

[seal]

I certify that this *Order on Request to Reschedule Restraining Order Hearing* (form JV-253) is a true and correct copy of the original on file in the court.

Date: _____ Clerk, by: _____, Deputy

This is a Court Order.

Exhibit K – Proof of Personal Service (JV-268)

JV-268 **Proof of Personal Service**

Clerk stamps date here when form is filed.

(1) **Name of Party Asking for Protection:**

(2) **Name of Party to Be Restrained:**

(3) **Notice to Server**

You must:

- Be 18 years of age or older.
- Not be listed in item (1) or (2) of form JV-245, *Request for Juvenile Restraining Order*, or JV-258, *Request for Juvenile Restraining Order Against a Child.*
- Give a copy of all documents checked in (4) to the person in (2) (you cannot send them by mail). Then complete and sign this form, and give it to the party in (1).

Fill in court name and street address:

Superior Court of California, County of

Fill in child's name

Child's name:

Court clerk fills in case number when form is filed.

Case Number:

(4) I gave the party in (2) a copy of all the documents checked:

a. ☐ JV-245, *Request for Juvenile Restraining Order*
b. ☐ JV-249, *Notice of Court Hearing*
c. ☐ JV-258, *Request for Juvenile Restraining Order Against a Child*
d. ☐ JV-250, *Temporary Restraining Order—Juvenile*
e. ☐ JV-260, *Temporary Restraining Order Against a Child*
f. ☐ JV-251, *Request to Reschedule Restraining Order Hearing*
g. ☐ JV-253, *Order on Request to Reschedule Restraining Order Hearing*
h. ☐ JV-255, *Juvenile Restraining Order After Hearing*
i. ☐ JV-265, *Juvenile Restraining Order After Hearing—Against a Child*
j. ☐ Other *(specify):* _____

(5) I personally gave copies of the documents checked above to the party in (2) on:

a. Date: _____ b. Time: _____ ☐ a.m. ☐ p.m.
c. At this address: _____
City: _____ State: _____ Zip: _____

(6) **Server's Information**

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____
(If you are a registered process server):
County of registration: _____ Registration number: _____

(7) I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

_____ ▶ _____
Type or print server's name *Server to sign here*

Exhibit L – Proof of Service (SC-104)

SC-104 Proof of Service

Clerk stamps date here when form is filed.

Use this form to serve a **person,** a **business,** or a **public entity.** To learn more about proof of service, read *What Is "Proof of Service"?,* Form SC-104B. To learn more about how to serve a business or entity, read *How to Serve a Business or Public Entity,* Form SC-104C.

To serve a **business,** you must serve **one** of the following people:
- Owner (for a sole proprietorship)
- Partner (for a partnership) or general partner (for a limited partnership)
- Any officer or general manager (corporation or association)
- Any person authorized for service by the business (corporation, association, general partnership, limited partnership)
- Any person authorized for service with the Secretary of State (corporation, association, limited liability company [LLC], limited liability partnership [LLP], limited partnership)

To serve a **public entity,** you must first file a claim with that entity, then serve **one** of the following people:
- Clerk (of a city or county)
- Chief officer or director (of a public agency)
- Any person authorized for service by the entity

Fill in court name and street address:

Superior Court of California, County of
RIVERSIDE

Fill in case number, case name, hearing date, day, time, and department below:

Case Number:	
Case Name:	
Hearing Date:	
Time:	**Dept.:**

(1) a. If you are serving a **person,** write the person's name below:

_____

b. If you are serving a **business** or **entity,** write the name of the business or entity, the person authorized for service, and that person's job title:

_____
Business or Agency Name

_____
Person Authorized for Service Job Title

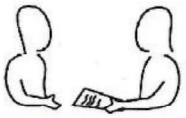
(2) **Instructions to Server:**

You must be at least 18 years old and **not be named in this case.** Follow these steps:
- Give a copy of all the documents checked in (3) to the person in (1), ***or***
- Give a copy of all the documents checked in (3) to one of the following people:
  a. A competent adult (at least 18) living with, and at the home of the person in (1), *or*
  b. An adult (at least 18) who seems to be in charge at the usual workplace of the person in (1), *or*
  c. An adult (at least 18) who seems to be in charge where the person in (1) usually receives mail (but not a U.S. Post Office box), if there is no known physical address for the person in (1).

  and mail a copy of the documents left with one of the adults in a, b, or c above to the person in (1).

THEN
- Complete and sign this form, and
- Give or mail your completed form to the person who asked you to serve these court papers, ***in time for the form to be filed with the court at least 5 days before the hearing.***

(3) **I served the person in (1) a copy of the documents checked below:**



a. ☑ SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*

b. ☐ SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*

c. ☐ Order for examination *(This form must be personally served. Check the form that was served):*

Note: *The court can issue a civil arrest warrant if the served party does not come to court* ***only*** *if the order for examination was personally served by a registered process server, sheriff, marshal, or someone appointed by the court.*

(1) ☐ SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*

(2) ☐ AT-138/EJ-125, *Application and Order for Appearance and Examination*

d. ☐ Other *(specify):* _____

Case name: _____ **Case Number:**

(4) Fill out "a" or "b" below:

a. ☐ **Personal Service:** I personally gave copies of the documents checked in (3) to the person in (1):

On *(date):* _____ At *(time):* _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

b. ☐ **Substituted Service:** I personally gave copies of the documents checked in (3) *(a, b, or d)* to *(check one):*

☐ A competent adult (at least 18) at the **home** of, and living with the person in (1), or

☐ An adult who seems to be in charge where the person in (1) usually **works**, or

☐ An adult who seems to be in charge where the person in (1) usually **receives mail**, or has a private post office box (not a U.S. Post Office box), if there is no known physical address for the person in (1).

I told that adult, "Please give these court papers to (name of person in (1))."

I did this on *(date):* _____ At *(time):* _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

Name or description of the person I gave the papers to: _____

After serving the court papers, I put copies of the documents listed in (3) in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in (1) at the address where I left the copies.

I mailed the envelope on *(date):* _____ from *(city, state):* _____

by leaving it *(check one):*

a. ☐ At a U.S. Postal Service mail drop, or

b. ☐ At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or

c. ☐ With someone else I asked to mail the documents to the person in (1), and I have attached that person's completed Form SC-104A.

(5) Server's Information

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Fee for service: $ _____

If you are a registered process server:

County of registration: _____ Registration number: _____

(6) I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.

Date: _____

_____ ▶ _____

Type or print server's name *Server signs here after serving*

Exhibit M – Plaintiff's Claim and ORDER to Go to Small Claims (SC 100)

SC-100 **Plaintiff's Claim and ORDER to Go to Small Claims Court**

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of

Court fills in case number when form is filed.

Case Number:

Case Name:

Notice to the person being sued:

- You are the defendant if your name is listed in (2) on page 2 of this form. The person suing you is the plaintiff, listed in (1) on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en (2) de la página 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en (1) de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Order to Go to Court

The people in (1) and (2) must go to court: *(Clerk fills out section below.)*

Trial Date → Date | Time | Department | Name and address of court, if different from above

1. _____ _____ _____ _____
2. _____ _____ _____ _____
3. _____ _____ _____ _____

Date: _____ Clerk, by _____, Deputy

Instructions for the person suing:

- You are the plaintiff. The person you are suing is the defendant.
- *Before* you fill out this form, read form SC-100-INFO, *Information for the Plaintiff*, to know your rights. Get SC-100-INFO at any courthouse or county law library, or go to *www.courts.ca.gov/smallclaims/forms.*
- Fill out pages 2 and 3 of this form. Then make copies of **all** pages of this form. (Make one copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all five pages of this form and any pages this form tells you to attach. There are special rules for "serving," or delivering, this form to public entities, associations, and some businesses. See forms SC-104, SC-104B, and SC-104C.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.

Plaintiff *(list names):*

Case Number:

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

☐ *Check here if more than two plaintiffs and attach form SC-100A.*

☐ *Check here if either plaintiff listed above is doing business under a fictitious name. If so, attach form SC-103.*

☐ *Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.*

2 The defendant (the person, business, or public entity being sued) is:

Name: _____ Phone: _____

Street address: _____ _____ _____ _____
Street *City* *State* *Zip*

Mailing address *(if different)*: _____ _____ _____ _____
Street *City* *State* *Zip*

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: _____ Job title, if known: _____

Address: _____ _____ _____ _____
Street *City* *State* *Zip*

☐ *Check here if your case is against more than one defendant, and attach form SC-100A.*

☐ *Check here if any defendant is on active military duty, and write his or her name here:* _____

3 The plaintiff claims the defendant owes $ _____. *(Explain below):*

a. Why does the defendant owe the plaintiff money?

_____

_____

When did this happen? *(Date):* _____

b. If no specific date, give the time period: *Date started:* _____ *Through:* _____

c. How did you calculate the money owed to you? *(Do not include court costs or fees for service.)*

_____

_____

☐ *Check here if you need more space. Attach one sheet of paper or form MC-031 and write "SC-100, Item 3" at the top.*

Plaintiff *(list names)*:

Case Number:

4 **You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?**

☐ Yes ☐ No If no, explain why not:

5 **Why are you filing your claim at this courthouse?**

This courthouse covers the area *(check the one that applies)*:

a. ☐ (1) Where the defendant lives or does business.
(2) Where the plaintiff's property was damaged.
(3) Where the plaintiff was injured.
(4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant *or* where the defendant lived or did business when the defendant made the contract.

b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. *(Code Civ. Proc., § 395(b).)*

c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). *(Civ Code, § 1812.10.)*

d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. *(Civ Code, § 2984.4.)*

e. ☐ Other *(specify)*:

6 **List the zip code of the place checked in 5 above** *(if you know)*:

7 **Is your claim about an attorney-client fee dispute?** ☐ Yes ☐ No
If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

8 **Are you suing a public entity?** ☐ Yes ☐ No
If yes, you must file a written claim with the entity first. ☐ A claim was filed on *(date)*:
If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

9 **Have you filed more than 12 other small claims within the last 12 months in California?**
☐ Yes ☐ No *If yes, the filing fee for this case will be higher.*

10 **Is your claim for more than $2,500?** ☐ Yes ☐ No
If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than $2,500 in California during this calendar year.

11 **I understand that by filing a claim in small claims court, I have no right to appeal this claim.**

I declare, under penalty of perjury under California State law, that the information above and on any attachments to this form is true and correct.

Date: _____ _____ ▶ _____
Plaintiff types or prints name here *Plaintiff signs here*

Date: _____ _____ ▶ _____
Second plaintiff types or prints name here *Second plaintiff signs here*



Requests for Accommodations
Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. Contact the clerk's office for form MC-410, *Request for Accommodations by Persons With Disabilities and Response. (Civ. Code, § 54.8.)*

SC-100 Information for the defendant (the person being sued)

"Small claims court" is a special court where claims for $10,000 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to $10,000. Corporations, partnerships, public entities, and other businesses are limited to claims of $5,000. (See below for exceptions.*) The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that supports your case. And read "Be Prepared for Your Trial" at *www.courts.ca.gov/smallclaims/prepare*.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form MC-410, *Request for Accommodations*. Give the form to your court clerk or the ADA/ Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form INT-300 or local court form to request an interpreter. If a court interpreter is not available at the time of your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form INT-140.)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at *www.courts.ca.gov/smallclaims/forms*.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form SC-140, *Notice of Appeal*. You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form SC-200 or form SC-130, *Notice of Entry of Judgment*.
- If you were *not* at the trial, fill out and file form SC-135, *Notice of Motion to Vacate Judgment and Declaration*, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form SC-140.

For more information on appeals, see *www.courts.ca.gov/smallclaims/appeals*.

Do I have options?

Yes. If you are being sued, you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case, the plaintiff must file form CIV-110, *Request for Dismissal*, with the clerk. Ask the Small Claims Advisor for help.
- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form SC-107 (*Small Claims Subpoena*) and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file *Defendant's Claim* (form SC-120) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's 's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above titled **"Small Claims Court."**
- **Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county), *or*
- You need more time to get an interpreter. One postponement is allowed, and you will not have to pay a fee to delay the trial.

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form SC-150 (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.

Need help?
Your county's Small Claims Advisor can help for free.

Or go to *www.courts.ca.gov/smallclaims/advisor*.

* Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).)

SC-100 Información para el demandado (la persona demandada)

La **"Corte de reclamos menores"** es una corte especial donde se deciden casos por $10,000 o menos. Los individuos, o sea las "personas físicas" y los propietarios por cuenta propia, pueden reclamar hasta $10,000. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta $5,000. (Vea abajo para las excepciones.*) El proceso es rápido y barato. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningunos papeles antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y lea "Esté preparado para su juicio" en www.courts.ca.gov/reclamosmenores/preparese.

¿Qué hago si necesito una adaptación? Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario MC-410, Request for Accomodations. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario INT-300 o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario INT-140.)

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en www.courts.ca.gov/ smallclaims/forms (página está en inglés).

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario SC-140, *Aviso de apelación* (Notice of Appeal). Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario SC-200 o SC-130, *Aviso de publicación del fallo* (Notice of Entry of Judgment).
- Si *no* estuvo en el juicio, llene y presente el formulario SC-135, *Aviso de petición para anular el fallo y Declaración* para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea www.*courts.ca.gov/reclamosmenores/apelaciones*.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso, el Demandante tiene que presentar el formulario CIV-110, Solicitud de desestimación (Request for Dismissal) ante el secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.
- **Probar que es la corte equivocada.** Envíe una carta a la corte *antes* del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despida el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario SC-107, *Citatorio de reclamos menores* (Small Claims Subpoena) y entréguelo legalmente al testigo.
- **Demandar a la persona que lo demandó.** Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario SC-120, *Reclamo del demandado* (Defendant's Claim) y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado "Corte de reclamos menores".
- **Aeptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), *o*
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado), *o*
- Necesita más tiempo para conseguir intérprete. (Se permite un solo aplazamiento sin tener que pagar cuota para aplazar el juicio).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-150 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.

¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O visite *www.courts.ca.gov/reclamosmenores/asesores*.

* **Excepciones:** Existen diferentes límites en un reclamo contra un garante. (Vea el Código de Procedimiento Civil, sección 116.220 (c).)

Exhibit N – Other Plaintiffs or Defendants (SC-100A)

SC-100A Other Plaintiffs or Defendants

Case Number:

☐ This form is attached to form SC-100, item 1 or 2.

(1) If more than two plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No *If yes, attach form SC-103.*
Other plaintiff's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No *If yes, attach form SC-103.*
☐ *Check here if more than 4 plaintiffs and fill out and attach another form SC-100A.*

(2) If more than one defendant (person, business, or entity being sued), list their information below:

Other defendant's name:
Street address: Phone:
City: State: Zip:
Mailing address *(if different)*:
City: State: Zip:
If this defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process:
Name: Job title, if known:
Address:
City: State: Zip:
☐ *Check here if your case is against more than two defendants, and fill out and attach another form SC-100A.*

(3) Is your claim for more than $2,500? ☐ Yes ☐ No
If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than $2,500 in California during this calendar year.

(4) I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date:
Type or print your name
Sign your name
Date:
Type or print your name
Sign your name

Judicial Council of California, www.courts.ca.gov
Revised January 1, 2017, Mandatory Form
Code of Civil Procedure, § 116.110 et seq.

Other Plaintiffs or Defendants
(Attachment to Plaintiff's Claim and ORDER to Go to Small Claims Court)

SC-100A, Page __ of __

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form | Save this form | Clear this form

Exhibit O – Non-Services Report

Attorney or Party without Attorney: *TELEPHONE No.:* *FAX No.(Optional):* *E-MAIL ADDRESS(Optional):* *Attorney for:*				*FOR COURT USE ONLY*
		Ref No. or File No.:		
Insert name of Court, and Judicial District and Branch Court:				
Plaintiff: *Defendant:*				
NON SERVICE REPORT	HEARING DATE:	TIME:	DEPT.:	CASE NUMBER:

After due search, careful inquiry and diligent attempts at the following address(es), I have not been able to effect service of said process on:

Documents:

Date	Time	Results

Fee for Service:
County:
Registration No.:

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on October 28, 2016.

Signature:_____

NON SERVICE REPORT

Exhibit P – Court Locations in Riverside

Court Locations in Riverside

Banning Superior Court

311 E. Ramsey Street
Banning, CA 92220

(951) 572-5408

Blythe Superior Court

265 N. Broadway
Blythe, CA 92225

(760) 775-8500

Corona Courthouse

505 S. Buena Vista Ave.
Corona, CA 92882

(951) 777-3147

Hemet Superior Court

880 N. State Street
Hemet, CA 92543

(951) 306-3561

Indio Juvenile Court

47-671 Oasis Street
Indio, CA 92201

(760) 393-2617

Indio – Larson Justice Center

46-200 Oasis Street
Indio, CA 92201

(760) 393-2617

Menifee Justice Center

27401 Menifee Center Drive
Menifee, CA 92584

(951) 777-3147

Moreno Valley Superior Court

13800 Heacock Street, Bldg. D #201 Moreno Valley, CA 92553

(951) 777-3147

Murrieta Southwest Justice Center

30755-D Auld Road
Murrieta, CA 92563

(951) 704-7634

Palm Springs Court House

3255 E. Tahquitz Canyon Way
Palm Springs, CA 92262

(760) 393-2167

Riverside Juvenile Court

9991 County Farm Road
Riverside, CA 92503

(951) 777-3147

Exhibit Q - County of Riverside and California Court Holidays

County of Riverside Holidays

The County of Riverside will be closed on the following days:

HOLIDAY	DAY OBSERVED
* New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
Lincoln's Birthday	Monday February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 12
*Thanksgiving Day	Fourth Thursday in November
* Following Thanksgiving	Friday following the fourth Thursday in November
*Christmas Day	December 25

*** Note:**

- Thanksgiving Day, which shall be the fourth Thursday in November unless otherwise appointed.
- Friday following Thanksgiving Day.
- December 24 and 31 when they fall on Monday.
- December 26 and January 2, when they fall on Friday.
- Friday preceding January 1, February 12, July 4, November 11 or December 25, when such date falls on Saturday; the Monday following such date when such date falls on a Sunday.

I. PHYSICAL SECURITY

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

A. Secure all areas of the Contractor facilities where staff assist in the administration of their program and use, disclose, or store PII.

B. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
   1. Properly coded key cards
   2. Authorized door keys
   3. Official identification

C. Issue identification badges to Contractor staff.

D. Require Contractor staff to wear these badges where PII is used, disclosed, or stored.

E. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.

F. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

G. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized staff. Visitors to the data center area must be escorted at all times by authorized staff.

H. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use meaning that there are County and non-County functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

I. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

II. TECHNICAL SECURITY CONTROLS

A. Workstation/Laptop Encryption. All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

B. Server Security. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk

assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

C. Minimum Necessary. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.

D. Mobile Device and Removable Media. All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

E. Antivirus Software. All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.

F. Patch Management.
   1. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
   2. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
   3. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
   4. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

G. User IDs and Password Controls.
   1. All users must be issued a unique username for accessing PII.
   2. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
   3. Passwords are not to be shared.
   4. Passwords must be at least eight (8) characters.
   5. Passwords must be a non-dictionary word.
   6. Passwords must not be stored in readable format on the computer or server.
   7. Passwords must be changed every ninety (90) days or less. It is recommended that passwords be required to be changed every sixty (60) days or less.
   8. Passwords must be changed if revealed or compromised.
   9. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      a. Upper case letters (A-Z)
      b. Lower case letters (a-z)
      c. Arabic numerals (0-9)
      d. Special characters (!,@,#, etc.)

H. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

I. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

J. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:
   1. Data is confidential;
   2. Systems are logged;
   3. System use is for business purposes only, by authorized users; and
   4. Users shall log off the system immediately if they do not agree with these requirements.

K. System Logging.
   1. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.
   2. The audit trail shall:
      a. Be date and time stamped;
      b. Log both successful and failed accesses;
      c. Be read-access only; and
      d. Be restricted to authorized users.
      3. If PII is stored in a database, database logging functionality shall be enabled.
      4. Audit trail data shall be archived for at least three (3) years from the occurrence.

L. Access Controls. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

M. Transmission Encryption.
   1. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
   2. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
   3. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

N. Intrusion Prevention. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

III. AUDIT CONTROLS

A. System Security Review.
   1. The Contractor must ensure audit control mechanisms are in place.
   2. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
   3. Reviews should include vulnerability scanning tools.

B. Log Reviews. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

C. Change Control. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS

A. Emergency Mode Operation Plan. The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. Data Centers. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

C. Data Backup and Recovery Plan.
1. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
2. The documented backup procedures shall contain a schedule which includes incremental and full backups.
3. The procedures shall include storing backups offsite.
4. The procedures shall ensure an inventory of backup media.
5. The Contractor shall have established documented procedures to recover PII data.
6. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.

V. PAPER DOCUMENT CONTROLS

A. Supervision of Data. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

B. Data in Vehicles. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

C. Public Modes of Transportation. The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

D. Escorting Visitors. Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

E. Confidential Destruction. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing.

F. Removal of Data. The PII must not be removed from the premises except for identified routine business purposes or with express written permission of the County.

G. Faxing.
   1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
   2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
   3. Fax numbers shall be verified with the intended recipient before sending the fax.

H. Mailing.
   1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
   2. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from the County to use another method.

VI. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

The Contractor shall immediately notify the County when it discovers that there may have been a breach in security which has or may have resulted in compromise to confidential data. For purposes of this section, immediately is defined as within two hours of discovery. The County contact for such notification is as follows:

Breaches should be referred to:

Civil Rights Coordinator
Riverside County Department of Public Social Services
7894 Mission Grove Parkway, Suite 100
Riverside, CA 92508
(951) 358-6841

ATTACHMENT II
Assurance of Compliance

ASSURANCE OF COMPLIANCE WITH
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Omni Pro, Inc.
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

_____ _____
Date President's Signature

_____
Address of Vendor/Recipient
(08/13/01) CR50-Vendor Assurance of Compliance

ATTACHMENT III

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside County
Department of Public Social Services
Attn: Management Reporting Unit
4060 COUNTY Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

_____
Address

_____
City, State and Zip Code

_____
Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

☐ Advance Payment $_____
(if allowed by Contract/MOU)

☐ Actual Payment $ _____
(Same amount as 2076B if needed)

☐ Unit of Service Payment $_____

_____ (# of Units) x _____ (Unit Price) = ($)_____

_____ (# of Units) x _____ (Unit Price) = ($)_____

_____ (# of Units) x _____ (Unit Price) = ($)_____

_____ (# of Units) x _____ (Unit Price) = ($)_____

(# of Units) x _____ (Unit Price) = ($)_____

Any questions regarding this request should be directed to and authorized by:

_____ _____
Name Phone Number

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

If amount authorized is different from the amount requested, please explain:

_____
MRU Authorization Date

_____
Amount Authorized

_____
Invoice Number

_____
PO Number

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required). invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments).
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address, City, State, and Zip Code"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

COUNTY OF RIVERSIDE DEPARTMENT OF PUBLIC SOCIAL SERVICES CONTRACTOR EXPENDITURE REPORT (2076B)	
CONTRACTOR:	
ACTUAL EXPENDITURES FOR (MM/YYYY)	
CONTRACT #:	

EXPENSE CATEGORY	APPROVED BUDGETED AMOUNT	CURRENT EXPENDITURES BILLABLE AMOUNT	CUMULATIVE EXPENDITURES	UNEXPENDED BUDGETED AMOUNT
List each item as outlined in contract budget.				
TOTAL BUDGET/EXPENSES				

IN-KIND CASH CONTRIBUTION

List each type of contribution				
TOTAL IN-KIND/CASH MATCH				

CLIENT FEES COLLECTED	CURRENT PERIOD	YEAR TO DATE