

# GLENN COUNTY REQUEST FOR QUOTES – RFQ POS 2022

Date Released: March 16, 2022

## **Glenn County Department of Child Support Services (Glenn Co. DCSS)**

120 S. Marshall Ave.

Willows, CA 95988

**Reference: RFQ POS 2022 Closing Date: April 18, 2022@ 4:00 p.m.**

Sealed Responses to this Request for Quotes (RFQ) are subject to:

- 1) The Terms and Conditions of Requests for Quotes (Exhibit A, attached and incorporated herein by reference).
- 2) Such other contract/agreement provisions as may subsequently be agreed upon.
- 3) The Specifications (Exhibit B, attached and incorporated herein by reference); and
- 4) The Terms and Conditions of the Proposed Contract (Exhibit C, attached and incorporated herein by reference).
- 5) The Confidential Information (Exhibit D, attached and incorporated herein by reference).

Purpose: The County of Glenn Department of Child Support Services (hereinafter “County”) is seeking an individual(s) or firm(s) to serve court documents, subpoenas, and other legal documents, commencing July 1, 2022. The contract term will be for Three (3) years with the possibility of Two (2) One (1) year extension, once approved by the Glenn County Board of Supervisors.

The process for responding to this RFQ is as follows:

### **I. Submission of Responses**

**One (1) original, Three (3) copies and One (1) electronic version, either in PDF or Word format.** All Responses must be clearly labeled RFQ POS 2022.

Responses to this RFQ must be received by the Glenn Co. DCSS, 120 S. Marshall Ave., Willows, CA 95988, Attn: Dawn Mayer, no later than 4 PM on Monday April 18, 2022. Responses received after the stated deadline will not be considered regardless of the reason for tardiness.

Questions regarding the RFQ should be submitted in writing or emailed by March 31, 2022, at 3:00 PM. Questions will not be accepted by telephone, facsimile (FAX), or orally, Glenn Co. DCSS reserves the right to decline a response to a question if, in the Glenn Co. DCSS’s assessment, the information cannot be obtained and shared with all potential bidders in a timely manner. Glenn Co. DCSS will post responses to questions to all bidders by April 5, 2022, on the Glenn County website. Questions should be addressed to:

Glenn County Department of Child Support Services

Dawn Mayer, Director

120 S. Marshall Ave.

Willows, CA 95988

Or emailed to: [DCSSGlennCounty@dcss.ca.gov](mailto:DCSSGlennCounty@dcss.ca.gov)

Timeline for this proposal: The following is a list of key events related to this proposal. All dates are subject to change at the sole discretion of Glenn Co. DCSS.

| <b>Event</b>                       | <b>Date</b> |
|------------------------------------|-------------|
| Issuance of RFQ                    | 03/16/2022  |
| Deadline for RFQ questions         | 03/31/2022  |
| Questions and answers posted       | 04/05/2022  |
| Deadline for proposal submission   | 04/18/2022  |
| Notice of intent to reward         | 04/29/2022  |
| Protest period                     | 05/09/2022  |
| Glenn Co. DCSS response to protest | 05/16/2022  |
| Contract Start Date                | 07/01/2022  |

Please feel free to attach additional pages of specifications regarding your service, or pages with additional relevant information, to your signed Response.

For additional information please contact:

**Glenn County Department of Child Support Services**

Dawn Mayer, Director

Voice: (530) 934-6300 • Fax: (916) 636-2616

[DCSSGlennCounty@dcss.ca.gov](mailto:DCSSGlennCounty@dcss.ca.gov)

## GLENN COUNTY REQUEST FOR QUOTES – RFQ POS 2022

RESPONDERS MUST FILL IN APPROPRIATE SPACES AND BOXES BELOW (Please Print or Type)

(1) Responder represents that he/she/it is a regular dealer in, manufacturer of, the product(s) and/or service(s) quoted upon.

(2) Responder operates as an individual, partnership, corporation, incorporated in the State of \_\_\_\_\_ other entity (Specify): \_\_\_\_\_

Responder agrees to provide the requested service(s) and/or product(s) on the terms and conditions stated in the Response for \_\_\_ days after the deadline for receipt of responses.

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COMPANY NAME

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CONTACT NAME

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STREET ADDRESS

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CITY

STATE

ZIP CODE:

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PHONE NUMBER

---

FAX NUMBER

---

E-MAIL ADDRESS

---

SIGNATURE OF PERSON AUTHORIZED TO SIGN RESPONSE

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PRINT OR TYPE SIGNER'S NAME AND TITLES

Exhibit A  
**COUNTY OF GLENN**  
Department of Child Support Services

**TERMS AND CONDITIONS OF REQUESTS FOR QUOTES**

The following terms and conditions (the “Terms and Conditions”) apply to solicitations by the County of Glenn, Department of Child Support Services (“County”), for Requests for Quotes (“RFQ”). For the purposes of these Terms and Conditions, an RFQ is an invitation by the County for the provision of particular service(s), including the price thereof, meeting specific criteria. The primary focus of an RFQ is upon the price a person/entity submitting a response (the “Responder”) proposes to charge for the particular service the County desires. While the price is a primary factor, it is not the only factor, and the County is not required to enter into a contract/agreement with the particular Responder who submits the lowest price. County reserves the right to negotiate directly with any party responding thereto and may enter into a contract with any responding party regardless of price if it is advantageous for the county to do so. More than one contract may be awarded based upon the cost effectiveness of service in the three service areas (Glenn County, other CA counties and outside of CA).

**1. RESPONSES TO RFQs**

Responses to RFQs (“Responses”), modifications, and requests for withdrawal thereof, received after the deadline for receipt of the Responses will not be considered. Telephoned Responses or those sent by facsimile (“FAX”), or email will not be accepted.

Responses shall be written in ink, typewritten, or written using a word processing program/printer. Prior to submitting Responses, mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person(s) signing the Responses.

Prices proposed in an RFQ shall include all costs of transportation to the delivery point or points indicated in the RFQ, including applicable sales and use taxes, unless otherwise specified. Unless stated otherwise in the RFQ, Responses may be tendered for the service(s) specified in the RFQ. Unit prices, a total price for each group of units, and a grand total may also be provided in the Responses, depending upon the specifications of the RFQ. In case of a conflict between a unit price and the total price(s), or the grand total, the unit price, multiplied by the number of units to be provided, will govern. Unless stated otherwise in the RFQ, Responses may be tendered for any one service or group of services, or portion thereof, of the service(s) specified in the RFQ, or for all the services sought by the County.

The time, date, and location for delivery of the service(s) shall be as specified in the RFQ or the contract/agreement between the Responder and the County. Delivery time, if stated in days, includes Saturdays, Sundays, and holidays. Responders may propose in the Responses alternate times, dates, and locations for delivery of the service(s) for the County’s consideration.

The services described in a Response must conform to the safety orders of the State of California, Division of Industrial Safety and with all applicable federal, state, and local laws, ordinances, regulations, rules, and policies.

## **2. EVALUATION AND SELECTION PROCESS**

Unless otherwise stated in the specifications for the RFQ, an evaluation panel, made up of persons selected by the Glenn County Director of Child Support Services (or designee), will review and rank each Response. Reviewed and ranked criteria may include, but are not limited to:

1. The price identified for the service(s).
2. The clarity, conciseness, and completeness of the Response.
3. Satisfaction of the identified specifications for the service(s).
4. The quality and reputation of the service(s) and of the Responder.
5. Such other factors as the evaluation panel may deem appropriate based upon a review of the Responses submitted.

After the evaluation panel has ranked the Responders, the County may conduct an interview panel or may enter into negotiations with the top ranked Responder(s) regarding the terms and conditions of a contract for the provision of the requested service(s); or the County may, in its sole discretion, elect to reject all submitted Responses and terminate the RFQ process.

If an agreement to enter into a Contract cannot be reached with the highest ranked Responder, then the negotiations with that Responder will be terminated. Negotiations will then be opened with the next ranked Responder and the process repeated, or the County may elect to reject all submitted Responses. In any event, once negotiations with a particular Responder are terminated, the County will not reopen negotiations with that Responder.

## **3. RESERVATIONS**

Notwithstanding any other provisions, the County reserves the right, in its sole discretion, to accept or reject any or all Responses, or any part thereof; to reject any Responses for failure to submit the Responses in conformity with the requirements of the RFQ and these Terms and Conditions; and to waive informalities and irregularities in Responses, if deemed to be in the best interest of the County. The County reserves the right to cancel this RFQ process at any time.

In addition, the County reserves the right to waive any deviations from the requirements or specifications of an RFQ that are included in any Response.

Solicitation of an RFQ does not commit the County to finalize any contract/agreement with a particular Responder, to pay any costs associated with the preparation of any Response, and/or to enter into a contract/agreement with the Responder submitting the least costly Response. The County reserves the right to enter into negotiations with, and to finalize a contract and its terms with, the Responder that, in the sole discretion of the County, submits the Response that is in the best interests of the County.

## **4. VALID CONTRACT**

If the County chooses to fund and proceed with the service, it will enter into a Contract with the selected Responder(s). The County intends to use its County of Glenn Standard Contract Form, attached to this RFQ as **Exhibit C** as a template for the Contract. Certain terms of the County's standard contract template are subject to negotiation and completion once the successful Responder(s) is/are selected. The County may, in its sole discretion, agree to modify a term that is otherwise not subject to negotiation. At a minimum, the Contract will comply with the County's requirements.

## **5. DISQUALIFICATION**

Unless a Responder provides all the information requested in the RFQ, the Response may, at the sole discretion of the County, be disregarded and given no consideration. Any Responder who attempts to influence the RFQ process by interfering or colluding with other Responders and/or with any County officer, employee, or agent; or who deviates from the RFQ process as set forth in the requirements of the RFQ and/or in these Terms and Conditions, may be disqualified at any time from further participation in the RFQ process. Responders are specifically directed not to contact any person other than the designated County contact person listed in this RFQ for meetings, conferences, information, or technical discussions related to this RFQ. Failure to comply with the preceding sentence may result in a Responder being disqualified from this RFQ process. No questions regarding this RFQ will be answered by other County staff. The RFQ process shall extend until the date stated on the County's written notice of intent to award a contract or the date stated on the County's written notice of cancellation of the RFQ process that will be issued to Responders.

## **6. RETENTION OF RESPONSES/PUBLIC RECORD**

All correspondence with the County, including Responses to this RFQ shall become the sole property of the County and will become public records under the California Public Records Act (CA Government Code §6250, *et seq.*). As such, all documents that you send to the County will be subject to disclosure if requested by a member of the public. The Public Records Act provides for several limited and narrow exceptions to this disclosure requirement. The County will not disclose any part of any proposal before announcing a recommendation for award. After the announcement of a recommended award, all proposals received in response to this RFQ will be subject to public disclosure. If you believe that there are portions of your proposal exempt from disclosure under the Public Records Act, you must mark said portion as such and state the specific provision under the Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Any response which contains language purporting to render all or significant portions of the response as "confidential," a "trade secret," or "proprietary," or fails to adequately state an exemption under the Public Records Act will be considered a public record in its entirety and may be disclosed. While the Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the County may not be able to establish that the information submitted by a responder is a trade secret. If a request is made for information marked "confidential," "trade secret," or "proprietary," the County will provide the Responder to the RFQ with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. The County, however, shall not in any way be liable or responsible in connection with the County's disclosure of any Response or any part thereof, if disclosure is required by the California Public Records Act (Gov. Code, § 6250 *et seq.*) or pursuant to law or legal process. By submitting a Response, the Responder agrees to save, defend, keep, hold harmless, and fully indemnify the County of Glenn, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the California Public Records Act.

## **7. PROTESTS**

The County will consider any protests or objections regarding the award of a contract/agreement pursuant to the RFQ, if they are submitted in writing and received by the County contact person listed in this RFQ within 10 calendar days of the date stated on the County's written notice of intent to award a contract issued to Responders. Protests shall state the reason for the protest, citing the law, rule, regulation, or

practice on which the protest is based. Mailed objections not received before the deadline will not be considered, even if postmarked before the deadline. The County's determination with respect to any protest shall be in the County's sole discretion and shall be final and conclusive.

## **8. COMPLIANCE WITH REQUIREMENTS OF RFQ**

Any Responder submitting a Response to an RFQ understands and agrees that his/her/its submitted Response shall constitute acknowledgment and acceptance of, and intent to comply with, all these Terms and Conditions and the requirements of the RFQ. The determination of the compliance with these Terms and Conditions and the requirements of the RFQ shall be in the County's sole judgment and shall be final and conclusive.

## **9. COUNTY NOT RESPONSIBLE FOR COSTS OF PREPARATION**

The County shall not be liable for any costs of work performed in the preparation and production of a Response, or for any work performed prior to the formal execution of a contract/agreement between a Responder and the County. By submitting a Response, the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of these Terms and Conditions and the requirements of the RFQ, or because of any misinformation or lack of information.

# **Exhibit B - Specifications**

## **COUNTY OF GLENN**

### **Department of Child Support Services**

#### **General Background:**

The County of Glenn, through its Department of Child Support Services (hereinafter "County"), is seeking an individual(s) or firm(s) to serve court documents, subpoenas, and other legal documents, commencing July 1, 2022.

Under the law, County is required, in certain cases, to establish the paternity of minors, establish child support/medical support obligations, and enforce child/spousal support orders. Consequently, County must have served on various party's civil court documents, such as Summonses and Complaints, Orders to show Cause, as well as Subpoenas and Subpoenas Duces Tecum. In addition, to enforce Civil Judgments, County needs Writs of Execution, Levies, and attachments to be served.

Presently, County requires service of approximately 175-200 individuals annually. Geographically, service is required in Glenn County, other California counties, and outside of California.

#### **Business Requirements:**

The successful Responder(s) will, pursuant to a contract with the County, be required to:

1. Available and accessible to County always during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday (except County Holidays).

2. For County: Mail Contractor “service packets” consisting of documents for service.
3. Serve legal documents in Glenn County, other California counties, and outside of California.
4. Provide, and abide by, a fee schedule for the following services in Glenn County, other California counties, and outside of California.
  - a. Standard Personal Services: Successful personal service of process for Summonses and Complaints, Orders to Show Cause in re Contempt, Orders to Show Cause for Modification (including Seek Work Orders), Motions for Judgment, Motions for Leave to Amend, Subpoenas, Subpoenas Duces Tecum, and various other legal documents as needed.
  - b. Simultaneous service of two or more legal documents on one party at no or nominal extra charge.
  - c. Substitute Service: Successful substitute service of any Summons and Complaint for which personal service cannot be affected.
  - d. Unsuccessful services.
  - e. Other services as may be provided and specified in the contract with the County.
5. Under the contract with County, the individual(s), or firms(s) selected to serve legal documents for the County will be required to seek prior approval from the County for any service fees or charges expected to exceed the amount(s) prescribed in the fee schedule. (Failure to seek prior approval may result in County withholding payment.)
6. Provide the County with any “locate” information that may become known through the attempts to effect services that is different from information provided by County at the time of referral, including, but not limited to, home address and telephone number, employer name, employer address and telephone number, address where service was affected, and any discovered “hangouts” frequented by the person to be served.
7. Comply with all statutory and service deadlines as prescribed in the contract with County. (County will periodically audit referrals for compliance with the requirement. No payment will be made for any service that occurs after a deadline.)
8. When appropriate, plan for special time frames and special handling of individual cases.
9. Report the status of any case as requested by County by conclusion of next business day and make case status information available to County with online data exchange availability. The Contractor is required to maintain a secure online website, updating the status for each service request daily.
10. Upon receipt of the legal document(s) to be served, Contractor will attempt service within three business days for the local service area, five business days for the non-local service area, five business days for out-of-state service, unless specified otherwise, and continue to attempt service until:

- a. The legal document(s) is (are) served in the prescribed manner, or until 45 days have passed.
  - b. The legal time for service has expired; or
  - c. It has been determined that further attempts at service at the addresses supplied by County, or subsequently discovered while attempting to effect service, would be futile.
11. Within five business days of termination of attempts at service for any of the reasons specified above, return to County at the designated location the Proof of Service, non-found/Not Served Return, and the documents to be served.
12. When substitute service is authorized, comply with reasonable diligence requirements (Code Civ. Proc., § 415.20) before proceeding with substitute service and comply with all formal requirements, including, but not limited to, mailing a copy of the papers served to the address where the legal documents were delivered and completing the Proof of Service and Declaration of Due Diligence. (The Proof of Service and Declaration of Due Diligence must be delivered to the County no later than the fifth business day after substitute service.)
13. Effect service within Glenn County within 45 days, or make at least three attempts of service, and return the papers to County within 45 days.
14. Effect service in other California counties and outside of California within 45 days, or make at least three attempts of service, and return the appropriate documentation to County within 45 days.
15. In all instances, submit two complete Proofs of Service forms with original signatures and return to County within five business days of service. One Proof of Service must contain the address information of the individual served. The second Proof of Service must not contain any address information; but in the address space provided, the following clause must appear:

“The address/place of service is on file with the Department of Child Support Services shown above pursuant to Family Code section 17212(b)(3) and may be released only upon order of the court pursuant to Family Code section 17212(c)(6).”
16. Fully document all attempts at service, to include date, time, place, manner in which a party was located, and other pertinent circumstances, and retain a written record of such information whether service is successful or unsuccessful. Such information must be made available to County upon request and must be produced at any court proceeding at which the validity of service is at issue.
17. Serve Subpoenas and Subpoenas Duces Tecum as expeditiously as possible and return the completed Proofs of Service to County at least five business days prior to the related hearing.
18. Make efforts to maximize successful service of process, including service attempts at different times of the day or night and different days of the week (including Saturdays and Sundays) and outside of “normal” business hours.

19. When personally serving Orders to Show Cause of Seek Work Orders and Orders for Examination of Judgment Debtors, upon request of Agencies, serve a copy of the underlying Judgment or Order for no additional fee or charge. (The additional document served must be noted on the Proofs of Service as a document served and identified by title and date filed with the court. Example: "Order after Hearing filed March 18, 2021.")
20. If a party who has been served with legal documents denies that he or she has been served, have the process server or other competent witness available, at no additional fee or charge, to:
  - a. Discuss the case with the attorney handling the case, or his/her designee.
  - b. Sign necessary declarations or affidavits; and
  - c. If necessary, testify at court hearings and depositions without the need for a Subpoena or Subpoena Duces Tecum.
21. Keep confidential all documents provided by County. Information concerning parties or persons named in such documents must not be disclosed except as necessary in the performance of duties under the contract with County, as necessary to effect service or as may be required by court order or other appropriate legal process.
22. Have on file for each employee/agent performing work pursuant to the contract with County a signed agreement to abide by all confidentiality requirements.
23. No principal or employee who is a party to an active County case may be used to serve process on his or her case.

## Exhibit C – Standard Contract Form (Example)

### COUNTY OF GLENN

Department of Child Support Services

#### AGREEMENT BETWEEN THE COUNTY OF GLENN AND

(1) \_\_\_\_\_

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This agreement is entered between the County of Glenn ("County") and (2) \_\_\_\_\_ ("Contractor") for the purpose of (3) \_\_\_\_\_.

#### 1. **RESPONSIBILITIES OF CONTRACTOR.**

During the term of this agreement, Contractor shall (4) \_\_\_\_\_

#### 2. **RESPONSIBILITIES OF THE COUNTY.**

County shall (5) \_\_\_\_\_.

**3. COMPENSATION.**

Contractor shall be paid the sum of (6) \_\_\_\_\_ after satisfactorily completing the duties described in this agreement.

**4. BILLING AND PAYMENT.**

Contractor shall submit to (7) \_\_\_\_\_ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) \_\_\_\_\_.

**5. TERM OF AGREEMENT.**

This agreement shall commence on the date of signing and shall terminate (9) \_\_\_\_\_.

**6. TERMINATION OF AGREEMENT.**

If Contractor fails to perform (10) [his/her/its] duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner (11) [his/her/its] obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased. (12) \_\_\_\_\_.

**7. ENTIRE AGREEMENT; MODIFICATION.**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

**8. NONASSIGNMENT OF AGREEMENT.**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

**9. EMPLOYMENT STATUS.**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise

discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government which would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan, nor shall Contractor be eligible for any other County benefit.

#### **10. INSURANCE REQUIREMENTS.**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable – see footnote next page)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**

**The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

### **Waiver of Subrogation**

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### **Claims Made Policies**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

### **Verification of Coverage**

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time

### **Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **11. INDEMNIFICATION CLAUSES**

A. Contractor shall indemnify, defend, and hold harmless the County and its directors, officers, employees and volunteers from and against any and all liability loss, damage, expense, and costs (including without limitation litigation costs and attorney fees) of every nature arising out of or in connection with contractor's performance of this contract or its failure to comply with any of its obligations contained in the contract, except such loss or damage caused by the sole negligence or willful misconduct of the County.

## **12. INDEPENDENT CONTRACTOR CLAUSE.**

It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect. Contractor agrees that he is not entitled to the rights or benefits afforded to County's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe because of compensation received for services rendered pursuant to this Agreement. Contractor is further responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for himself and for his employees and subcontractors. Contractor agrees to indemnify County for any claims, costs, losses, fees, penalties, interest, attorney's fees, or damages suffered by the County resulting from Contractor's failure to comply with these provisions.

## **13. NON-DISCRIMINATION.**

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation, or disability.

**14. NOTICES.**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: (14) \_\_\_\_\_

If to Contractor: (15) \_\_\_\_\_

Notice shall be deemed to be effective two days after mailing.

(16) \_\_\_\_\_.

**15. CONFIDENTIALITY.**

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law pursuant to subdivision (b)(1) of section 17212 of the Family Code. This provision shall survive the termination, expiration, or cancellation of this Agreement. The Consultant agrees to comply with and assume responsibility for compliance by his or her employees of the terms and conditions of Exhibit A, Information Security Requirements.

**16. IRS REQUIREMENTS**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements: All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

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

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the

safeguards described above.

(Include any additional safeguards that may be appropriate.)

## II. CRIMINAL/CIVIL SANCTIONS

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

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's

files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see IRS Publication 1075 <https://www.irs.gov/pub/irs-pdf/p1075.pdf> Exhibit 4. *Sanctions for Unauthorized Disclosure*. and (see **Exhibit 5. Civil Damages for Unauthorized Disclosure**). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### III. INSPECTION

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**IN WITNESS WHEREOF**, County and Contractor have executed this agreement on the day and year set forth below.

**DATED:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**CONTRACTOR**

**COUNTY OF GLENN**

\_\_\_\_\_  
(18) \_\_\_\_\_

\_\_\_\_\_  
(17) \_\_\_\_\_, Department Head  
Approved as to Content and Fund  
Availability

(19) Tax Identification Number

(20) **APPROVED AS TO FORM:**

\_\_\_\_\_  
\_\_\_\_\_, County Counsel  
Glenn County, California

**Exhibit D – Confidential Information**  
**COUNTY OF GLENN**  
**Department of Child Support Services**

**EXHIBIT A (For Contract Agreement)**

**INFORMATION SECURITY PROVISIONS**

In the performance of this contract, the (herein referred to as “Consultant”) agrees to protect all information (including, but not limited to, electronic files, data, paper documents and forms) or other information designated confidential and provided by the County in order to carry out this agreement, from unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the Glenn County Child Support Services (herein referred to as “County”). Consultant further agrees to implement the following minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code section 17212; and Title 22, CCR sections 111430 and 111440 for the terms and length of this agreement and while in possession of, maintaining, or accessing County information.

**1. ADMINISTRATIVE SAFEGUARDS**

1. CONTACTS: Information security contacts responsible for security and confidentiality responsibilities related to this agreement.

**County**

Dawn Mayer, Director  
Department of Child Support Services  
120 S. Marshall Ave.  
Willows, CA 95988  
Phone: (530) 934-6300  
[DCSSGlennCounty@dcss.ca.gov](mailto:DCSSGlennCounty@dcss.ca.gov)

**Consultant**

[Name]  
[Address]  
[Phone]  
[Email]

2. DATA OWNERSHIP: The confidential or sensitive information being provided under this agreement remains the exclusive property of the County. Confidential and sensitive information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction.

3. INCIDENT REPORTING: All unauthorized or suspected unauthorized access, uses and/or disclosures (incidents) of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code section 1798.29 and California State Administrative Manual section 5350. Consultant will immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three business days of discovery; and provide all appropriate information via email to facilitate the required reporting requirements.

4. USE OF INFORMATION: Consultant acknowledges and agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in this agreement and shall agree to implement policies and procedures to ensure the confidentiality of such information. Consultant further agrees that information obtained under this agreement will not be reproduced, published, sold, or released in original or any other form for any other purpose other than identified in this agreement.

5. STATEMENT OF CONFIDENTIALITY: Consultant and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a confidentiality statement attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and

disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.

6. EMPLOYEE ACCESS TO INFORMATION: Consultant agrees that information will be kept in the strictest confidence and shall only be made available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under this agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.

7. SECURITY AWARENESS TRAINING: Consultant and all their users authorized to access confidential and sensitive information furnished or obtained under this agreement must receive security awareness training prior to accessing such information and annually thereafter. Security awareness training must contain instructional components, such as, but not limited to, information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information, and the consequences and legal liability of unauthorized inspection or disclosure of the information. Consultant must provide County a copy of its security awareness training or a summary of its security awareness training components to the County's information security contact upon request.

## **2. PHYSICAL SAFEGUARDS**

1. ACCESS AUTHORIZATION RECORDS: Consultant shall maintain records of all authorized users and authorization level of access granted to the information obtained under in this agreement with the purpose as described in this agreement.

2. ACCESS CONTROL: Consultant shall maintain and secure any of its computer systems (network, hardware, software, and applications) used in the performance of this agreement.

3. SECURE AREAS: Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the agreement.

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

5. MEDIA PROTECTION: Consultant shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, and cartridges in its custody.

6. DESTRUCTION OF RECORDS: All records received by Consultant under this agreement shall return or destroy the information, including information stored on magnetic tapes, discs, and other medium, using confidential destruct methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruct when they are no longer needed for the business purpose for which they were obtained or within 30 calendar days of termination or end of contract.

## **3. INFORMATION SECURITY**

1. ELECTRONIC TRANSMISSION: All confidential information transmitted over a public network shall be encrypted.

2. UNIQUE IDENTIFICATION: Consultant's network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this agreement.

3. CHANGE CONTROL: All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this agreement must be approved by County in writing prior to implementation.

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

5. AUDITING: Consultant shall maintain an audit trail and record data access of authorized users and authorization level of access granted to information, based on job function. Said logs must be made available to the County's information security contact upon request. Consultant shall allow audits or inspections by individuals authorized by the County at Consultant's premises during regular business hours, on three business days prior notice for purposes of determining compliance with the terms of this agreement.