

NAPA COUNTY AGREEMENT NO. 190005B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and American Eagle Attorney Services, whose business address is 8560 Vineyard Avenue, Suite 111, Rancho Cucamonga, California 91730 hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to provide service of legal documents for COUNTY’S Child Support Services Department; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2022, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed 2 additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A” and “B”, attached hereto.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "C" and "D," attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall be a total of forty-two thousand five hundred dollars (\$42,500) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than weekly to the **Child Support Services Staff Services Manager, Fiscal Administration**, who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "E".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the **Staff Services Manager** upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose,

including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. [RESERVED]

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General

Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the **Napa County Child Support Services Department** prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer

shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. Other Termination. This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying

the effective date thereof at least 30 days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. Disposition of, Title to and Payment for Work Upon Expiration or Termination.

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any

payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

CONTRACTOR

Director of Child Support Services
1127 First St. Suite D
Napa, California 94559

American Eagle Attorney Service, Inc.
8560 Vineyard Avenue, Suite 111
Rancho Cucamonga, California 91730

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Child Support Services. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from

breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Child Support Services

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. Amendment/Modification. Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal

right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By executing this Agreement, the COUNTY hereby determines in writing that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions.** CONTRACTOR shall comply with the terms of the E-Process Server Agreement set forth in Exhibit "F," attached hereto and incorporated by reference herein. CONTRACTOR shall adhere to all terms of the E-Process Server Agreement, including the terms set forth in the Security Provisions section, as indicated on page 2 of 3 and 3 of 3 of Exhibit "F" and Exhibit "G".

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

AMERICAN EAGLE ATTORNEY SERVICE, INC.

By



Scott Naples, CFO

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <u>Rachel L. Ross (e- signature)</u> County Counsel Date: <u>June 15, 2021</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: Clerk of the Board of Supervisors By: _____
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EXHIBIT "A"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

A. PROCEDURAL REQUIREMENTS

1. CONTRACTOR will perform field service of civil and criminal legal documents, including, but not limited to, subpoenas, orders to show cause, summons and complaints, notice of motions, requests for order, notice of order of examination, notices of lien, and writs.
2. Documents to be served will be mailed daily via U.S. Postal Service to the CONTRACTOR. COUNTY will provide a cover sheet listing of all service documents for confirmation of receipt by CONTRACTOR. CONTRACTOR is required to sign and electronically send back the confirmation to the following address: **-CSS-ServiceofProcess@countyofnapa.org**. Daily mailing schedules are subject to change as dictated by the needs of COUNTY.
3. If no specific date is assigned by COUNTY, CONTRACTOR will assign a service date of twenty (20) days from the date of receipt of the documents to be serviced. The twenty (20) calendar day time period for service does not expire after the first three attempts of personal service. If a service is unsuccessful in the first three days of attempted personal service, CONTRACTOR shall continue further attempts at personal or substituted service for the remaining time period, unless CONTRACTOR deems further attempts would be futile.
4. When given at least seven (7) calendar days' notice, CONTRACTOR shall attempt to serve documents no later than (21) twenty-one days prior to scheduled court date; such service shall also include subservice of documents , as allowed by Code of Civil Procedure Section §415.20.
5. CONTRACTOR shall make at least three (3) service attempts, on three different days, one of which shall be an evening, weekend or early morning attempt, and at three different times of day, prior to notifying COUNTY that service was unsuccessful.
6. The first service attempt is to be performed within two (2) business days from the date of receipt of the service packet for the local service area, and five (5) days for the non-local service area, and seven (7) days for out of state serves. First service attempt must be documented on field notes and declarations of due diligence.
7. CONTRACTOR will exercise independent judgment as to when it is appropriate to conduct on-site locate work in conjunction with attempted services. If service cannot be

accomplished at the address provided, the server will attempt to obtain a forwarding address or employment information from current residents, neighbors, and apartment managers. If successful information is obtained through this activity, CONTRACTOR will follow through and attempt to secure service based on the information obtained. If such attempts prove to be unsuccessful, the server will notify COUNTY via email that service was unsuccessful and request new locate information from COUNTY.

8. If documents are not served within twenty (20) days of receipt, or if service address is confirmed to be invalid (i.e. vacant as his or her residence or "bad address"), CONTRACTOR shall email designated address at COUNTY advising that service was unsuccessful and requesting new locate information. COUNTY will respond within two (2) business days to request. If new locate information is available, CONTRACTOR will have an additional twenty (20) days to attempt service using new locate information. If no new information is available, CONTRACTOR will return "Non Service Report" within 5 business days and shred the service package. No service packages will be returned to COUNTY.
9. CONTRACTOR shall, upon request, provide COUNTY with any "locate" information that may have become known through the attempts to effect service that is different from information provided by COUNTY at the time of referral including, but not limited to, home address, telephone number, employer address, employer telephone number, address where service was affected, and any discovered "hangouts" frequented by the person to be served.
10. CONTRACTOR's employees shall provide the person served with a brief description of the documents served and encourage the party to contact COUNTY.
11. CONTRACTOR shall furnish COUNTY with an accurate description of the person served and the address where service was accomplished. When service cannot be completed, the server should provide a statement as to why service was not completed and a recounting of attempts made at service. CONTRACTOR shall provide information in the email about phone calls made, names of individuals contacted, or any other information that documents the unsuccessful attempt.
12. In the event COUNTY cancels a request for service of process prior to CONTRACTOR making a first attempt at service, the CONTRACTOR shall not be charged. If one or more attempts at service have been made at time of cancellation, the appropriate non-service fee will be applied.
13. CONTRACTOR shall return completed proofs of service, and, in the case of sub-service, declarations of due diligence to COUNTY within five (5) business days after the service if the service is within the local service area and within seven (7) days if outside CONTRACTOR's normal service area.
14. CONTRACTOR agrees to immediately contact COUNTY if CONTRACTOR determines that performing the requested service might endanger CONTRACTOR personnel.

15. Service of rush documents will be completed within 72 hours. If the service is unsuccessful, the CONTRACTOR will notify COUNTY within the same 72 hour time frame.
16. CONTRACTOR shall have a mechanism of reporting real time status of each outstanding case to COUNTY from the time CONTRACTOR has COUNTY documents in its possession. CONTRACTOR will respond within 24 hours to inquiries about the status of a service request from COUNTY staff.
17. CONTRACTOR shall be available to testify at any court hearing at no additional cost to COUNTY. In the event that a CONTRACTOR employed independent contractor is needed to testify in court and does not agree to make an appearance voluntarily, COUNTY will issue a subpoena to that independent contractor requiring him/her to appear and testify in court.
18. CONTRACTOR agrees to furnish COUNTY with an itemized list of charges each month. A summary detail sheet is to be included providing the following information: COUNTY case number, date of service for each service request being billed, name of person served, the results of the service, the charge associated with that request (including service area), total invoice amount, and contract year-to-date invoice amount, and contract year-to-date invoice amount. Incomplete or inaccurate invoices will be returned to CONTRACTOR for correction. Itemized list shall be mailed to COUNTY contact: CSS Director.
19. CONTRACTOR shall provide electronically a monthly report including the following: (1) a report on all cases that have been referred for service. The status of these reports will detail the current status of all cases referred by COUNTY which are still in the CONTRACTOR's inventory or are included in the CONTRACTOR's current monthly invoice, and will include the case reference number and the date the case was received by CONTRACTOR; (2) a summary of the number and percentage of successful and unsuccessful serves by COUNTY; (3) total number and percentage of unsuccessful serves due to "bad address" or "not found". Electronic report shall be emailed to aforementioned email address.
20. Nothing in this Agreement precludes COUNTY from utilizing other private process serving agencies. Nor shall this Agreement preclude COUNTY employees from performing service of process for COUNTY under any circumstances.
21. CONTRACTOR shall make provision for service of documents outside normal business hours as is necessary to complete service of process.
22. CONTRACTOR shall provide procedures for COUNTY staff to contact CONTRACTOR after normal business hours.
23. CONTRACTOR shall use other duly qualified process serving agencies for service of

documents outside of the CONTRACTOR'S specified service areas.

24. CONTRACTOR shall provide occasional "stake out" service, and shall obtain prior approval for the time spent and total cost from COUNTY for each "stake out" performed.

B. LEGAL REQUIREMENTS

1. CONTRACTOR, whenever possible, will attempt and perform personal service by delivery of the service documents to the individual named.
2. Where personal service is accomplished, it must be documented in a proof of service containing the following information: identify documents served; name of the person served; the time, date, location, and manner of service; sign and date by the service agent, stating the County in which he/she is registered and his/her registration number. COUNTY shall be provided with one (1) original proof of service and one (1) copy.
 - a. CONTRACTOR understands and agrees that authority to sign a Proof of Service cannot be delegated. CONTRACTOR shall submit to COUNTY only Proofs of Service signed by the agent who has performed the service.
3. Where personal service is not possible, CONTRACTOR will attempt substituted service on the individual named, which will include the following steps:
 - a. The service packet will be left at the named individual's dwelling house ("usual place of abode"), usual place of business, or usual mailing address (other than a U.S. Postal Service);
 - b. Leave the service packet with a "competent member of the household" or person "apparently in charge of his/her office or place of business," at least 18 years old, "...who shall be informed of the contents thereof."
 - c. Thereafter, a second copy of the service packet is to be mailed (first class mail, postage prepaid) to the named individual at the place where the copies were left, within 5 days of sub-serving.
 - d. All substituted services will be accompanied by a valid proof of service, with an attached affidavit of due diligence documenting that service was attempted on three different days at three different times of day. Thereafter, the Proof of Service on Affidavit must evidence a subsequent mailing to the address where the substituted service was performed.
 - e. If it appears that a successful service may not be possible, CONTRACTOR will carefully evaluate the facts involved in the situation to determine if there is some evidence of service evasion on the part of the individual named. All such evidence will be carefully documented in field notes that may be incorporated into the document on Non-service.
 - f. Under no circumstances will Orders to Show Cause be substitute served. Such services will not be eligible for compensation.
4. CONTRACTOR shall observe all applicable state and federal laws pertaining to the handling and confidentiality of service materials.

5. CONTRACTOR will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:
 - a. California Code of Civil Procedures § 708.110
 - b. California Code of Civil Procedures § 1005(13)(b)
 - c. California Family Code § 4009
 - d. Family Code § 17212(b)(3)
 - e. Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164.

C. QUALITY ASSURANCE REQUIREMENTS

1. CONTRACTOR must maintain a log, database, or other records to track individual cases and shall keep a record of all service packages, served and un-served, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.
2. CONTRACTOR must maintain tightly control time intervals of when legal papers are retrieved from COUNTY, when process is served and when forms are returned to COUNTY.
3. CONTRACTOR must maintain and provide access to real-time case status information for child support cases.
4. Any unusual patterns of service or irregularities in service shall be reported promptly to COUNTY.

D. FUNDING SOURCE REQUIREMENTS

The State of California Department of Child Support Services serves as the funding source for COUNTY. Changes to child Support processes may be mandated by the State, requiring modification to this Agreement during the course of this Agreement's term. CONTRACTOR shall be required to comply with all mandated changes.

COUNTY shall be responsible for the following duties:

1. COUNTY will image and electronically transmit contempt documents to CONTRACTOR and will mail all non contempt documents.
2. Provide Service Instruction Sheet (SIS) for each service document. The SIS shall include the DCSS case number and shall specify instructions for service, including any known

information which would improve the chances of a successful serve. A court date will also be provided if the matter is scheduled for a hearing.

3. Provide photos, when available for “hard serves” or as requested by CONTRACTOR to accomplish a successful serve.
4. COUNTY will provide cover sheet listing of all service documents for confirmation of receipt by CONTRACTOR. CONTRACTOR is required to sign and electronically send back the confirmation to the following address: **-CSS-ServiceofProcess@countyofnapa.org.**
5. Provide responses via email to CONTRACTOR locate inquiries within two (2) business days of receipt of inquiry.

EXHIBIT "B"

INFORMATION SECURITY REQUIREMENTS

The State of California, Department of Child Support Services (DCSS) implemented information security standards outlined in the DCSS Information Security Manual (ISM), for the purpose maintaining the security of child support information and assets. The ISM security policies and standards apply to Applicable Organizations defined as "any organization whose employees or contractors have access to child support information or child support IT assets." Local Child Support Agencies are required to ensure contractors having access to such information are required to comply with Third Party Vendor IT Security Policies included in the ISM.

In keeping with ISM and County requirements, CONTRACTOR shall agree to comply with the DCSS ISM and implement the following administrative, physical, and information security safeguards to ensure the integrity, security, and confidentiality of all County of Napa Department of Child Support Services (CSS) information, including but not limited to electronic files, data, paper documents and forms, for the term and length of this contract and while in possession of, maintaining, or accessing CSS information. The DCSS ISM and all revisions as the DCSS ISM is modified may be viewed at:

[\\Data2\fsd\!-shared\OPERATIONS\Annual Dept Training\Security\Annual forms for signature\Annual required forms\DCSS Information Security Manual_March 2021 Revision.pdf](#)

I. ADMINISTRATIVE SAFEGUARDS - CONTRACTOR shall:

1. Provide contact information for CONTRACTOR personnel responsible for security and confidentially compliance related to this contract:

<u>Name and Title</u>	<u>Contact Information</u>
Janet Nottley, Director	(707) 253-4250
Karina Castañeda, Manager/Security Officer	(707) 259-8289
2. Notify CSS Contract Administrator in writing, either via e-mail or by U.S. postal mail as soon as practical of any changes to contact information provided.
3. Make information available only to its authorized personnel on a business "Need-To-Know" basis and only for the purposes authorized under this Contract. 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 this Contract.
4. Notify CSS Contract Administrator via telephone of any information security breach involving CSS information accessed or obtained from CSS as soon as practical, but no more than two (2) business days of discovery; and submit an incident report via e-mail to the CSS Contract Administrator. DCSS security incident report document shall be provided by CSS for use by CONTRACTOR.

5. Cooperate with CSS in any investigations of incidents involving CSS information. The CONTRACTOR will incur all costs resulting from any security or private breach of DCSS information.
6. Within 30 days of contract execution and thereafter annually, ensure all CONTRACTOR employees authorized to access CSS information receive CONTRACTOR provided security awareness training. Training shall consist approximately 30-minute training with content provided by CSS. CONTRACTOR may choose to utilize existing contractor security awareness training with prior CSS review and written approval. CONTRACTOR shall maintain signed training statements for a period of three (3) years and shall make signed statements available to CSS upon request.
7. Within 30 days of contract execution, and thereafter annually, ensure all CONTRACTOR employees authorized to access CSS information sign a CSS approved confidentiality statement. CONTRACTOR shall maintain signed confidentiality statements for the life of the contract and shall make signed confidentiality statements available to CSS upon request.
8. Ensure data access control programs consist of, at a minimum, unique individual User Identifier and user-selected passwords for each person for all systems accessing or storing CSS information. At a minimum, verification of manually keyed unique User Identifier and user-selected passwords shall be required for initiation access to CSS information as described in this Contract.
9. Publication, selling, or disclosure of CSS information accessed or obtained under this contract without written consent from CSS is forbidden.

CONTRACTOR INITIALS SAJ

II. PHYSICAL SECURITY SAFEGUARDS - CONTRACTOR shall:

1. Maintain a record of all authorized users and authorization level of access granted to CSS information with the purpose as described in this Contract.
2. Secure and maintain any computer systems (network, hardware, software and applications) used to access or maintain CSS information in the performance of this Contract.
3. Ensure computer monitors, printers, hard copy printouts or any other forms of CSS information displayed are placed so they may not be viewed by the public or other unauthorized persons as described in this Contract.
4. Store CSS information including, but not limited to, tapes, cartridges, or other removable media in areas physically secure from access by unauthorized persons as described in this Contract.
5. Not transmit in any way, CSS information obtained under this contract without prior written approval from CSS.

6. Ensure all confidential CSS information is encrypted when transmitted over a public network.
7. Ensure all confidential DCSS information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, cartridges, or removable hard drives is encrypted.

CONTRACTOR INITIALS

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III. INFORMATION SECURITY SAFEGUARDS - CONTRACTOR shall:

1. Conduct annual assessments of the security controls in the information systems containing CSS information and provide the CSS Contractor Administrator with said assessment reports for review within 30 days of each annual assessment.
2. Provide in writing upon request by CSS Contract Administrator a detailed Network Topology defining systems and components that will store, access, and manage CSS information.
3. Ensure only de-identified CSS information is used in test and development environments. Use of non-de-identified data for testing and development must be approved in advance by CSS Contract Administrator.
4. Ensure all changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing CSS information or services are approved by CSS in writing prior to implementation.
5. Ensure all CSS information is secure from unauthorized access at all times, regardless of its form (electronic, print, or other media).
6. Ensure CONTRACTOR's network security architecture is able to identify uniquely all access to CSS information.
7. Ensure computers capable of accessing CSS information are not left unattended and logged on, unless secured by a screen-locking process to prevent unauthorized access, or secured in a locked room not accessible to unauthorized personnel.
8. At option of CSS, CONTRACTOR shall return to CSS or destroy all CSS information, including information stored on magnetic tapes, discs, and other medium, using confidential destruct methods, such as secure shredding, burning, degausses, erase, or other certified or witnessed destruct within thirty (30) calendar days of termination or end of contract.
9. Ensure a recorded audit trail of data access to all CSS information is maintained and reviewed, and said logs are made-available to the CSS Contract Administrator upon request.

CONTRACTOR INITIALS

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EXHIBIT "C"

COMPENSATION AND EXPENSE REIMBURSEMENT

COUNTY shall compensate and reimburse CONTRACTOR at the following rate:

1. COMPENSATION

The following are the only fees chargeable under the scope of this Agreement. Any request for services not listed below must be negotiated prior to effecting service.

American Eagle Attorney Service, Inc. Process Service Fee Schedule

Napa County:

Document service	\$41.00
Non Service (bad address, not found)	\$41.00

Alameda, Contra Costa, Sonoma, Solano Sacramento, San Francisco, Yolo Counties:

Document Service	\$48.00
Non Service (bad address, not found)	\$48.00

All other areas in California:

Document Service	\$68.00
Non Service (bad address, not found)	\$68.00

Outside California

Document Service	\$95.00
Non Service (bad address, not found)	\$95.00

International

Document Service	\$250.00
Non Service (bad address, not found)	\$250.00

Other Charges:

Rush Handling	\$25.00
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2. METHOD OF PAYMENT

Upon submission of an invoice by CONTRACTOR, and upon approval of COUNTY's representative, COUNTY shall pay CONTRACTOR monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

Exhibit "D"

AMERICAN EAGLE ATTORNEY SERVICE, INC.
8560 Vineyard Avenue Suite 111
Rancho Cucamonga, CA 91730
(909) 466-7272 Ph / (909) 466-7270 Fx
Email: ameagle@americaneagleonline.com
Website: www.americaneagleonline.com

DISCOUNT FEE SCHEDULE

MULTIPLE CASES FOR SAME DEFENDANT	MULTIPLE DEFENDANTS @ SAME ADDRESS	*SPECIAL HANDLING CHARGE	*REMOTE AREA CHARGE **
Full rate for 1 st case / no charge each Additional case	Full rate for 1 st Defendant / ½ price each additional Defendant	\$20.00	\$30.00

*Special Handling and Remote area charges are applied only when necessary and only with prior authorization from County.

- Remote is defined as an area that is twenty-five miles or more between towns, cities and/or communities

EXHIBIT "E"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:

[Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:

[Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith, Engineer	1.5	\$165.00	247.50
1/1/15	Site visit/investigation 123 Main St, Napa.	Smith, Engineer	1	\$165.00	165.00
1/1/15	Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	4	\$165,00	660.00
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith, Engineer	4	\$165.00	660.00
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner	Smith, Engineer	1.5	\$165.00	247.50
1/3/15	Mtg w/Smith; conf w/Owner re 2 nd Floor	Jones, PE	1.5	\$195.00	292.50

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

E-PROCESS SERVER AGREEMENT ocsc 0646 (01/17/1Jj)

DEPARTMENT OF CHILD SUPPORT SERVICES

THIS AGREEMENT, made and entered into as of the 22ND day of June, 2021 by and between NAPA COUNTY (LCSA), and AMERICAN EAGLE ATTORNEY SERVICES (Process Server) allows designated Process Server access to the HTTPS DCSS Download Server for the downloading and delivery service of child support instruction packets.

- After this Agreement has been signed by both parties and after Confidentiality Statements and UNAX Certifications, copies which are attached to this Agreement, have been executed by each person authorized by the Service Provider to participate in this process, the DCSS Administrator will create unique IDs and passwords for each user, and will email these passwords and user IDs directly to each user. These user IDs and passwords must not be shared with anyone else.
If either of the Contact Names listed below change, a new E-Process Server Agreement must be completed. The new Agreement will supersede this Agreement.
The duration of this Agreement will commence on the effective date and will continue until either party terminates this Agreement.
The child support instruction packets will be furnished in PDF format and will be zipped using InfoZip. The Process Server will be responsible to have the appropriate software and hardware to open and read these formats.

LCSA E-Process Coordinator Contact Information

LCSA Contact Name: KIMBERLY SMITH TURNBULL
Telephone No.: 707-253-4494
Email Address: kimberly.turnbull@countyofnapa.org

Process Server Coordinator Contact Information

Process Server Contact Name: Scott Naples
Telephone No.: 909-466-7272
Email Address: s.naples@americaneagleonline.com

Process Server shall provide all their dedicated IP addresses for this process below:
47.180.3.2

Parties signing below have read, understand, and will follow the necessary Security Provisions attached to this Agreement.

LCSA Authorized Representative:
Signature:
Print Name: Janet Nottley
Title: Director
Phone Number: (707) 253-4250

Signature: [Handwritten Signature]
Print Name: Scott Naples
Title: C.F.O./Corporate Secretary
Phone Number: (909) 466-7272

Security Provisions

- A. Process Server shall implement the following administrative safeguards:
1. Implement policies and procedures to ensure that information obtained from the LocalChild Support Agency (LCSA) is used solely as provided for in this Agreement and applicable laws.
 2. Make information available to its authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in this Agreement.
 3. Notify the LCSA and California Department of Child Support Services (CDCSS) of any security incidents involving information obtained from LCSA within two business days and cooperate with CDCSS in any investigations of information security incidents. The notification must describe the incident in detail and provide contact information if different from the authorized representative described herein.
 4. Process Server shall maintain and report to the LCSA a record of all authorized users, their job functions, and authorized level of access granted.
- B. Process Server shall implement the following usage, duplication, and re-disclosure safeguards:
1. Use information only for purposes specifically authorized under this Agreement and applicable Federal and State laws.
 2. Protect child support information against unauthorized access, at all times, in all forms.
 3. Reproduce information in any form obtained under this Agreement solely for purposes described herein.
 4. Refrain from publishing or selling information obtained under this Agreement.
 5. Transmit information obtained under this Agreement solely for purposes described herein.
- C. Process Server shall implement the following physical safeguards for child support information:
1. Secure and maintain any computer systems, hardware, software, applications, and data that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
 2. Place equipment used to access and view child support information in areas closed to the public.
 3. Restrict removal of confidential child support information from Authorized User's work location. In the event that confidential information is hand-carried by an individual in connection with a trip or in the course of daily activities within the boundaries of the Agreement, it must be kept with that individual and protected from unauthorized disclosure

4. Store child support information in a place physically secure from access by unauthorized persons.
 5. If transmission of confidential child support information is necessary:
 - a). Process Server must obtain permission from the LCSA prior to such activity.
 - b). Process Server will encrypt the confidential information and/or transmit the data securely.
- D. Process Server shall implement the following management safeguards for child support information:
1. Provide annual security awareness training to each User authorized to access online child support information pursuant to this Agreement or who will be provided access to download child support information on a need-to-know basis.
 2. Complete, sign and submit annual Confidentiality Statement and UNAX forms provided by the LCSA from each User pursuant to this Agreement. The above forms must be submitted to the appropriate LCSA upon completion.
 3. All changes to computer systems, hardware and software, applications, storage media, and network components used for LCSA online access or services must be approved by the LCSA in writing prior to implementation.
 4. Process Server's network security architecture requires the ability to identify each User Identifier.
 5. Process Server shall ensure that its access control program shall consist of at least one unique individual User Identifier and user-selected password for each person on every system that is capable of accessing child support information online. At a minimum, verification of manually keyed unique User Identifier and user-selected password shall be required for initiation of access.
 6. Process Server shall ensure computer monitors, printers, hard copy printouts or any other forms of confidential child support information are protected from unauthorized disclosure. Any confidential child support information must be permanently destroyed within 14 days of downloading from the system.
 7. LCSA Process Server's Responsibility is:
 - Notify the LCSA Coordinator when a User Account needs to be deactivated within 1 business day after the user is no longer authorized to access the system.
 8. LCSA Coordinator's Responsibility is:
 - Immediately notify DCSS upon the termination of contract or to deactivate a User Account.

(3 of 3)

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

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

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

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

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

at I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.

at I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.

at I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.

at I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

at I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

at I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:

- Accessing Child Support information only as needed to perform my Child Support business duties.
- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

at I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

at I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

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

Antonette Torres

PRINT FULL NAME

[Signature]

SIGNATURE

American Eagle Attorney Service, Inc. 6/14/21

PRINT EMPLOYER'S FULL NAME

DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

UNAX is an acronym which is used to describe unauthorized access to or disclosure of federal tax information (FTI). FTI is information obtained from tax returns, such as social security numbers, address, filing status, amount and nature of income, and number of dependents. California Child Support Automation System databases include FTI. FTI may also be embedded in other media, such as paper, CDs, on desktop hard drives, or laptop hard drives. It is not always possible for an employee or contractor to determine whether the source of child support information they access is FTI or another source. Only individuals with a business need to know are authorized to access child support information.

Employees and contractors should not inspect (obtain access and view) or disclose child support information unless there is a business need to do so. There are severe consequences for unauthorized access or disclosure of FTI including:

Criminal Penalties

Unlawful Disclosure	It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.
Unlawful Disclosure Consequences	Any violation of the unlawful disclosure rule is a felony punishable by a fine of up to \$5,000, or imprisonment of up to 5 years, or both, plus the costs of prosecution.
Unlawful Inspection	It is against the law for State employees or contractors to willfully inspect (obtain access to and view) FTI unless they are authorized to do so.
Unlawful Inspection Consequences	Any violation of the unlawful inspection rule is punishable by a fine of up to \$1,000, or imprisonment of up to 1 year, or both, plus the costs of prosecution.

Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

Antoinette Torres

PRINTED NAME

SIGNATURE

6/14/21

DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

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

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

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

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

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

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

Scott Naples

PRINT FULL NAME

[Signature]
SIGNATURE

American Eagle Attorney Service, Inc

PRINT EMPLOYER'S FULL NAME

6/22/21
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

UNAX is an acronym which is used to describe unauthorized access to or disclosure of federal tax information (FTI). FTI is information obtained from tax returns, such as social security numbers, address, filing status, amount and nature of income, and number of dependents. California Child Support Automation System databases include FTI. FTI may also be embedded in other media, such as paper, CDs, on desktop hard drives, or laptop hard drives. It is not always possible for an employee or contractor to determine whether the source of child support information they access is FTI or another source. Only individuals with a business need to know are authorized to access child support information.

Employees and contractors should not inspect (obtain access and view) or disclose child support information unless there is a business need to do so. There are severe consequences for unauthorized access or disclosure of FTI including:

Criminal Penalties

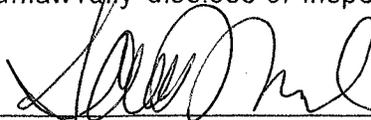
Unlawful Disclosure	It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.
Unlawful Disclosure Consequences	Any violation of the unlawful disclosure rule is a felony punishable by a fine of up to \$5,000, or imprisonment of up to 5 years, or both, plus the costs of prosecution.
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Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

Scott Naples



6/22/21

PRINTED NAME

SIGNATURE

DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

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- I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.
- I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:
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 - Never accessing information for curiosity or personal reasons.
 - Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
 - Storing confidential information only in approved locations.
 - Never removing sensitive or confidential information from the work site without authorization.
- I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.
- I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

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

Eda Naples
PRINT FULL NAME

[Signature]
SIGNATURE

American Eagle Attorney Service, Inc.
PRINT EMPLOYER'S FULL NAME

6/22/21
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

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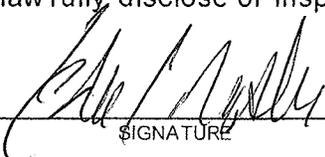
Unlawful Disclosure	It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.
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Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

Eda Naptes
PRINTED NAME


SIGNATURE

6/22/21
DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

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SM I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.

SM I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

SM I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

SM I hereby agree to protect Child Support Information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:

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- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

SM I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

SM I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

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

GREGORY MALCOLM CARTHEW
PRINT FULL NAME

Gregory M. Cartew
SIGNATURE

AMERICAN EAGLE ATTORNEY ENCS, INC.
PRINT EMPLOYER'S FULL NAME

06/14/2021
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

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Criminal Penalties

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Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

GREGORY MALCOLM CARTHEW

PRINTED NAME

SIGNATURE

DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

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READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

KV I acknowledge that operating any computer providing access to Child Support information constitutes consent to monitoring of all system activity. Evidence of unauthorized use collected during monitoring may be used for adverse or criminal action. Logging on to any system providing access to Child Support information indicates acceptance of the DCSS Information Security Policy.

KV I acknowledge responsibility for knowing the classification of Child Support information. If I do not know the classification of specific information, I will seek classification information from my supervisor.

KV I acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me - including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal - and/or fines and penalties resulting from criminal prosecution or civil lawsuits and/or termination of contract.

KV I acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

KV I acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Child Support related contract.

KV I hereby agree to protect Child Support information in any form, (e.g. paper, CDs, DVDs, computer drives, mobile computing devices, etc) by:

- Accessing Child Support information only as needed to perform my Child Support business duties.
- Never accessing information for curiosity or personal reasons.
- Never showing confidential information to or discussion confidential information with anyone who does not have the need to know.
- Storing confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.

KV I agree that I will not disclose my password(s) that provide me access to Child Support systems to any other person.

KV I agree that I will not duplicate or download confidential Child Support information unless I am authorized to do so.

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

Kenneth Neville
PRINT FULL NAME

Kenneth Neville
SIGNATURE

American eagle attorney service inc
PRINT EMPLOYER'S FULL NAME

6-14-2021
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

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Criminal Penalties

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Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

Kenneth Neville
 PRINTED NAME

Kenneth Neville
 SIGNATURE

6-14-2021
 DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/10)

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

Kim L Frederax
PRINT FULL NAME

Kim Frederax
SIGNATURE

American eagle attorney service
PRINT EMPLOYER'S FULL NAME

6/14/21
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/05)

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Criminal Penalties

Unlawful Disclosure	It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.
Unlawful Disclosure Consequences	Any violation of the unlawful disclosure rule is a felony punishable by a fine of up to \$5,000, or imprisonment of up to 5 years, or both, plus the costs of prosecution.
Unlawful Inspection	It is against the law for State employees or contractors to willfully inspect (obtain access to and view) FTI unless they are authorized to do so.
Unlawful Inspection Consequences	Any violation of the unlawful inspection rule is punishable by a fine of up to \$1,000, or imprisonment of up to 1 year, or both, plus the costs of prosecution.

Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

Kim L. Frederick

PRINTED NAME

Kim L. Frederick

SIGNATURE

6/14/21

DATE

DIVISION

SECTION

UNAX CERTIFICATION

DCSS 0570 (03/18/06)

UNAX is an acronym which is used to describe unauthorized access to or disclosure of federal tax information (FTI). FTI is information obtained from tax returns, such as social security numbers, address, filing status, amount and nature of income, and number of dependents. California Child Support Automation System databases include FTI. FTI may also be embedded in other media, such as paper, CDs, on desktop hard drives, or laptop hard drives. It is not always possible for an employee or contractor to determine whether the source of child support information they access is FTI or another source. Only individuals with a business need to know are authorized to access child support information.

Employees and contractors should not inspect (obtain access and view) or disclose child support information unless there is a business need to do so. There are severe consequences for unauthorized access or disclosure of FTI including:

Criminal Penalties

Unlawful Disclosure	It is against the law for State employees or contractors to willfully disclose FTI to unauthorized persons.
Unlawful Disclosure Consequences	Any violation of the unlawful disclosure rule is a felony punishable by a fine of up to \$5,000, or imprisonment of up to 5 years, or both, plus the costs of prosecution.
Unlawful Inspection	It is against the law for State employees or contractors to willfully inspect (obtain access to and view) FTI unless they are authorized to do so.
Unlawful Inspection Consequences	Any violation of the unlawful inspection rule is punishable by a fine of up to \$1,000, or imprisonment of up to 1 year, or both, plus the costs of prosecution.

Civil Liability

Liability	A taxpayer is entitled to sue an employee or contractor that knowingly or negligently inspects or discloses their FTI.
Damages	Upon a finding of liability, the defendant is liable to the taxpayer in a sum equal to the greater of \$1,000 for each act of unauthorized inspection or disclosure of FTI, or the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure.

I Certify that I have read the above information and understand that I may be subject to civil and criminal penalties if I unlawfully disclose or inspect federal tax information.

ADAM MASON

PRINTED NAME



SIGNATURE

6-14-21

DATE

DIVISION

SECTION

CONFIDENTIALITY STATEMENT

DCSS 0593 (01/17/18)

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

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

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

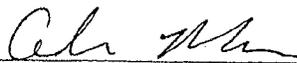
By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, 45CFR303.21; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

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

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

ADAM MASON
PRINT FULL NAME


SIGNATURE

AMERICAN EAGLE ATTORNEY SERVICES
PRINT EMPLOYER'S FULL NAME

6-14-2021
DATE

Exhibit G

INFORMATION SAFEGUARDING FOR GENERAL SERVICES

I PERFORMANCE

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:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) 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.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return

information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this 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.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to 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.
- (4) 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 Exhibit 4, Sanctions for Unauthorized Disclosure, and 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.

SECURITY FOR TECHNOLOGY SERVICES

I PERFORMANCE

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:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) 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.
- (3) 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 will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) 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. (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will 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 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further 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.

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(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to 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 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.

- (4) 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 Exhibit 4, Sanctions for Unauthorized Disclosure, and 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.

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