

**COUNTY OF YUBA  
REQUEST FOR PROPOSAL**

***Child Support Services Legal Process Services***



***Proposal Due Date:***

***Thursday, July 14, 2016  
By 2:00 PM PDT***

<b>Bid Calendar</b>	
Bid Opens	Thursday, June 30, 2016
Final Date for Questions	Monday, July 11, 2016
Bid Closes	Thursday, July 14, 2016
Bid Award	As soon as possible after closing
Work Begins	County desires work to begin in July/Early August 2016

The intent of this Request for Proposal (RFP) is to describe the services required and to solicit bids. The RFP specifications, terms and conditions describe Service of Process required by the County Department of Child Support Services (DCSS). Bidders who are licensed and qualified to provide Service of Process or 'legal processes' on an as needed basis for DCSS are invited to bid. Legal Processes are defined as any court order that takes jurisdiction over a person or property.

The County intends to award a three (3) year contract to the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements.

## **I. SCOPE OF WORK**

The County of Yuba Child Support Services conducts approximately 35 services of process per month in the Yuba/Sutter area and 17 per month out of the area. Services may require same day, out-of-County, or out-of-State service. Service of Process requirements are mandated by State and Federal laws and regulations, and County resolutions, ordinances and policies.

The following is a sample list of the types of services currently being provided:

1. Service of Appeals and Writs
2. Service of Court Orders
3. Locate of parties
4. Mailing of Service documents and copies of Due Diligence to defendants
5. Service of Notices of Motion
6. Service of Order to Show Cause
7. Pick up and drop off of service documents
8. Service of Private Notices of Motion
9. Service income withholding orders and bank levies
10. Service of process in Yuba County, City of Marysville, other counties and out of state
11. Service of Summons and Complaints
12. Service of Summons and Petition
13. Subpoenas
14. Orders for Examination/Judgment Debtor Exam

## **II. QUALIFICATION REQUIREMENTS**

- a. Bidder shall be regularly and continuously engaged in the business of providing service of process for at least two (2) years in the specific area of Child Support Services.
- b. Bidder must be in possession of a permanent process of service business license. Pursuant to Business and Professions code, Section 22355 (a) process server applicants are required to submit their fingerprint card along with their application. Please contact

the County's Clerk Recorders Office for the specific items and process required to complete your registration.

- c. Contractor and employees who perform Service of Process in California must be registered and bonded in the State of California (State). Process Servers outside California must be licensed and/or registered according to the appropriate law in the State where service is attempted.
- d. Contractor must be able to provide professional Service of Process of court documents in compliance with all local, State and Federal laws.

### III. SPECIFIC REQUIREMENTS

- a. Contractor and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a Confidentiality Agreement, Attachment 1, attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.
- b. Documents to be served will be picked up twice a week by 5:00 p.m., from the Department of Child Support Services located at 5730 Packard Avenue, Suite 200, Marysville, CA 95901. If the regular pick up day falls on a holiday, the Contractor will pick up the documents the day before. Department's holidays are listed on the County website: <http://www.co.yuba.ca.us/Departments/Personnel/>
- c. The Department of Child Support Services will attach to the documents to be served a "Services Instructions Sheet" which will provide the Contractor with the name and description (photo if available) of the individual or company to be served and the residence and/or business address where the documents are to be served. A court date will also be provided if the matter is scheduled for a hearing.
- d. After receipt of Summons and Complaint documents to be served, Contractor will attempt service within five (5) business days for the local service area, seven (7) business days for the non-local service area, and seven (7) business days for out-of-state serves.
- e. When the Department has given a serve by date notice, the Contractor will attempt to serve or substitute serve (also referred to as "sub-serve", or "sub-service") documents by the specified date on the "Services Instructions Sheet".
- f. The Contractor will return completed proofs of service and in the case of sub-service, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area.
- g. Contractor must provide a monthly report including invoice number, date served, document type served, Department's case number, and fee charged. The monthly invoices are to be provided in both electronic and paper format.

- h. Service of rush documents will be completed within two (2) business days for local and three (3) business days for non-local areas. If the service is unsuccessful, the Contractor will notify the Department within two (2) business days.
- i. The Contractor will provide the Department with an accurate description of the person served and the address where the service was accomplished on the proof of service form. When service cannot be completed, the Contractor will return the documents and note on the "Non service report" why service was not completed at the address given by the Department including dates, times and locations of attempts.
- j. Substituted service may only be attempted after satisfaction of the due diligence requirement from [Section 415.20\(b\)](#) of the Code of Civil Procedure that includes a minimum of three separate attempts of personal service. These attempts at personal service must occur at dates and times significantly different from one another, and they must occur at dates and times determined by local government rules.
- k. If service cannot be accomplished at the address provided, the server will attempt to obtain a forwarding address from the current residents, neighbors and apartment managers. The server will then attempt to make service at the new address. If additional research is needed to locate and serve the documents, the Contractor will return the documents as soon as possible to the Department. The Department will perform further research and will issue another Request for Service at the time new positive location information has been found.
- l. If documents are not served, the Contractor will return the documents with serve by dates, after due diligence has been performed: no later than five (5) business days for local and seven (7) business days for non-local service, after attempted service and/or prior to the "serve by" date indicated on the Services Instructions sheet, whichever comes first. If a "serve by" date is not indicated on the Services Instructions sheet, the documents will be returned within 30 days of the date sent for service.
- m. The source of all "bad address" returns must be documented in order for Contractor to receive payment.
- n. The Contractor will respond within 24 hours to inquiries about the status of a service request from Department staff.
- o. The monthly invoices are to be provided in both electronic and paper copies.
- p. The Contractor will provide the Department with access to real time status updates on all cases pending service.
- q. The Contractor agrees to cooperate in assuring process servers are available to testify at any court hearing in which service is contested at no additional cost to the Department.
- r. The Department will identify a Department designee. The Contractor shall not perform services not listed on the bid form that are subject to fees or charges without prior approval of the aforementioned Department designee.
- s. Contractor will not bill postage or mailing expense for process services to the County. All postage or mailing charges will be paid for directly by Contractor.
- t. The Contractor will return completed proofs of service and in the case of sub-service, declarations of due diligence to the Department within five (5) business days after the service, if the service is within the local service area. If documents are not served, the Contractor will return the documents with serve by dates, after due diligence has been

performed: no later than five (5) business days for local and seven (7) business days for non-local service, after attempted service and/or prior to the "serve by" date indicated on the Services Instructions sheet, whichever comes first. If a "serve by" date is not indicated on the Services Instructions sheet, the documents will be returned within 30 days of the date sent for service.

#### **IV. CONFIDENTIALITY AND SECURITY PROVISIONS**

The following confidentiality and security provisions will be incorporated in to the final contract language. In addition, requirements as set forth in Publication 1075 (October 2014) are applicable.

- a. DATA OWNERSHIP: Contractor shall protect the confidential or sensitive information being provided under this agreement and treat it as the exclusive property of the County. Confidential and sensitive information shall not be made open to the public. Contractor shall take special precautions to protect County information from loss and unauthorized use, disclosure, modification, or destruction.
- b. INCIDENT REPORTING: Contractor shall immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three (3) business days after discovery. Contractor shall provide all appropriate information via email to facilitate the required reporting requirements.
- c. USE OF INFORMATION: Contractor shall agree that the information furnished or secured pursuant to any agreement entered into as a result of this RFP shall be used solely for the purposes described in this RFP and shall agree to implement policies and procedures to ensure the confidentiality of such information. Contractor shall agree that information obtained under any agreement entered into as a result of this RFP shall not be reproduced, published, sold or released in original or any other form for any purpose other than identified in this RFP.
- d. STATEMENT OF CONFIDENTIALITY: Contractor and each of its employees who may have access to the confidential or sensitive data of the County shall be required to sign and adhere to the terms of a confidentiality statement (Exhibit F) attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.
- e. EMPLOYEE ACCESS TO INFORMATION: Contractor shall keep information in the strictest confidence and only make it available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under any agreement entered into as a result of this RFP. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.
- f. ACCESS AUTHORIZATION RECORDS: Contractor shall maintain records of all authorized users and authorization level of access granted to the information obtained under this agreement with the purpose as described in this RFP.
- g. ACCESS CONTROL: Contractor shall maintain and secure any of its computer systems (network, hardware, software and applications) used in the performance of this RFP.

- h. SECURE AREAS: Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of any agreement entered into as a result of this RFP must be placed so that they may not be viewed by the public or other unauthorized persons as described in the RFP
- i. SECURE STORAGE: Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in this RFP.
- j. MEDIA PROTECTION: Contractor shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, and cartridges in its custody.
- k. DESTRUCTION OF RECORDS: All records received by Contractor under any agreement entered into as a result of this RFP shall be returned or destroyed, including information stored on magnetic tapes, discs, and other medium, using confidential destruction methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruction when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of contract.
- l. ELECTRONIC TRANSMISSION: All confidential information transmitted by Contractor over a public network shall be encrypted.
- m. UNIQUE IDENTIFICATION: Contractor's network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this agreement.
- n. CHANGE CONTROL: All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this agreement must be approved by County in writing prior to implementation.
- o. SCREEN-LOCKING: Computers capable of accessing information for the performance of this agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access, or secured in a locked room not accessible to unauthorized personnel.
- p. AUDITING: Contractor shall maintain an audit trail and record data access of authorized users and authorization level of access granted to information, based on job function. Said logs must be made available to the County's information security contact upon request.

## V. PROPOSAL DOCUMENT INSTRUCTIONS

As stated above, the County intends to award the work to the 'best value' provider. Proposals should include the following:

1. ***A Cover Letter / Executive Summary*** - A brief statement as to the contractor's understanding of the work to be performed, the commitment to perform the work, and a statement as to why the vendor believes it to be the best qualified to perform the engagement. Please also highlight any of the requirements in the Scope of Work you are not able to accommodate.
2. ***A Signature*** of the person authorized to commit the vendor.
3. ***Licensing*** - Bidders License information

4. **Insurance Coverage** - Proof of General, Automobile, Employer Liability coverage, and continuous Workers Compensation coverage (either copy of previous Insurance Accords or a letter from your provider stating the number of years of continuous coverage will suffice).
5. **References** - Please provide references from three (3) clients with whom you have done similar work. Please explain the scope or work performed and any particular success or challenges you faced.
6. **Additional Information** - Any additional information that you feel should be included in your proposal including but not limited to specifics on how you plan on conducting services and any items that will provide more information to the County on the services being proposed.
7. **Exhibits** - Please make sure Exhibits A, B, C, and D (or a reasonable facsimile) are included and complete with original signatures, where required.

## VI. ADDITIONAL REQUIREMENTS

- a. **Subcontractors and Key Personnel.** No portion of work shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from County. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from County. It is the County's desire to have an ongoing support relationship with the provider and that may include an assigned contractor(s). Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.
- b. The Contractor must demonstrate that they have the technical expertise, facilities, capabilities and financial resources necessary to perform the work in a satisfactory manner.
- c. Part of the selection process may include a credit check and financial evaluation of the business/independent contractor.
- d. Selection will be made by a County Evaluation Team. Members of the Evaluation Team are not to be contacted by the Contractor.
- e. All work performed shall be to the acceptance of the County or its authorized representative.
- f. A Sample of the Professional Services Agreement and contractual Confidentiality Provisions is provided as Attachment 2 for your review. Final agreement and provisions will include all terms and conditions of this Request for Proposal.
- g. Proposers shall familiarize themselves with Publication 1075 (October 2014); Exhibit 7 "Safeguarding Contract Language" since these requirements are applicable to this project.
- h. If contractor has any reservations or concerns with any term or clause in the agreement please note such in your response.
- i. Contractor shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured party in amounts requested by County (in Appendix F) and maintain such insurance during term of contract.

- j. The Contractor/Contractor shall ensure that the prevailing wage requirement is applied to anyone performing any applicable work on this project. Contractor/Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

## VII. EVALUATION CRITERIA

The County reserves the right to cancel this Request for Proposal for any reason without any liability to any Contractor or to waive irregularities at its discretion. This solicitation does not constitute a contract offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any and all proposals at its sole discretion.

The contract, if awarded, will be awarded to a Contractor whose proposal is considered the **best value** to the County. Best value will be determined based on price, responsiveness, capability and responsibility. The following factors will be taken into account to determine price, responsiveness, capability and responsibility:

1. Demonstrated ability of the firm to provide the required services.
2. Contractors' understanding of the needs and objectives of the County.
3. The qualifications of the vendor and our perception of the ability of the vendor to meet the terms of the RFP.
4. Reference and other pertinent checks.
5. Financial terms of proposal.
6. Fiscal soundness of firm.
7. Completeness and professionalism of submission.
8. Submissions which are deemed incomplete may be eliminated as not being responsive.
9. Responsiveness means a Contractor who has submitted a proposal that conforms to the solicitation documents in all material aspects.
10. A 'Responsible Contractor' shall mean a Contractor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Qualifications, interview, experience, and financial stability may all be taken into consideration.
11. An evaluation of technical skills, project management skills, and the skills of the resources to be assigned to the County.

Thus the result will not be determined based solely on price. Although price is a key factor, the County will consider awarding the contract to the Contractor that meets the best interest of the County as interpreted by the County

The County reserves the right to modify the scope of required services based on pricing of proposals, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).



## VIII. PROPOSAL SUBMITTALS

Please include the following with your proposal in this order:

- Proposal to include all items indicated in Section V, Proposal Document Instructions.
- Detailed Cost Estimate that includes all items indicated in Exhibit D or Exhibit D itself.
- Attached Exhibits A through C (or a reasonable facsimile of each) with original signatures.
- Copy of all licenses, certifications and insurance coverages

## IX. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a. **Contract Term.** The term of the agreement resulting from this solicitation will be for the period of one (3) years..
- b. **Project Schedule.** Upon receipt of proposals, and suitable review, County expects to select a Contractor. Once selected, Contractor and County will complete a Professional Services Agreement and Background Investigation and work to begin immediately thereafter.
- c. **Backgrounds.** Awardee staff cannot begin work until the County has received notification that their background has been completed and the clearance has been received. I
- d. **Contract Form.** The County would expect to enter into a Professional Services Agreement (contract) with the awardee. The final contract will incorporate the appropriate terms and conditions from this RFP.
- e. **References.** Proposal must include a Statement of Experience and three (3) references including contact information from projects similar to ours which we may contact as references.
- f. **Questions.** All questions should be submitted to the contact in Section VI.i (below) and should be submitted in writing prior to Monday, July 11, 2016.
- g. **Amendments and Addenda.** It is the responsibility of the Contractor to ensure their proposal includes any addenda or notices posted to the following website. This website contains the most up to date information.  
<http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitations.aspx>
- h. **Submittal Instructions.** Before submitting a proposal, Contractor shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. TWO proposals must be submitted in a sealed envelope, clearly marked "**Child Support Legal Process Services**" to:

Yuba County Department of Administrative Services  
Attn: Purchasing and Contracts  
Suite 119  
915 Eighth Street  
Marysville, California 95901

No responsibility will attach to a County employee for the premature opening of a proposal

not properly addressed and identified. Proposals will not be publicly opened and read. Proposals will be privately reviewed and evaluated by a County Evaluation Team.

- i. **Proposal Due Date.** In order to be considered, proposals must be received at the above address no later than **Thursday, July 14, 2016 at 2:00 pm PDT**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date. Please provide two hard copies of your proposal.
- j. **Equal Employment Opportunity (EEO) Clause.** Contractor must agree to comply with the Executive Order 11246 of September 24, 1965 ensuring compliance with the Federal Equal Employment Opportunity rules, regulations, and orders by the Secretary of Labor and all pertinent and related requirements.
- k. **Proposal Validity.** Proposals must be valid for a period of not less than ninety days (90) after the solicitation closing date.
- l. **Contact Information.** Andrea Armstrong, Purchasing and Contracts Administrator for Administrative Services, is the designated contact person for questions related to this Request for Proposal. All questions must be received in writing via email, fax, or USPS mail service by the date and time listed above in item 'e' or indicated on any posted addendum. Responses will be returned in writing and/or posting online and only those answers in writing will constitute an amendment as the correct, accurate and binding response from the County. All questions and responses will be posted on the County web site and shared with all participants, applicants and Contractors. Andrea's contact information is: email [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us), fax 530-749-7884, direct line phone number is 530-749-7882. **Questions posed to any other member of County Staff may result in disqualification.**

**EXHIBIT A – BIDDERS STATEMENT**

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the project based on the information contained in this RFP and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

The following addendums have been acknowledged and are included in our proposal. RFPs that do not acknowledge addendums may be rejected.

Addendum#	Initials

\_\_\_\_\_  
Complete Legal Name of Company

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name Of Authorized Agent (Title)

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
Duns Number

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT B – LIST OF SUBCONTRACTORS**

**Mark one of the boxes below:**

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name:	Type Of Work:
Address:	
	License #:
Phone:	

Name of Individual / Firm Submitting Bid: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT C - LIST OF REFERENCES**

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

2. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

3. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

Name and Telephone Number of Person Familiar with Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT D – PRICE PROPOSAL**

If your company cannot provide any of the services listed, please indicate so in the cost per month box.

Area	One Time Services Fee
Local Service Area	
Non-Local Service Area	
Out-of-State Service Area	

**Detail here or attach additional information regarding Bidder's pricing structure.**

# ATTACHMENT 1: Confidentiality Provisions

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

DEPARTMENT OF CHILD SUPPORT SERVICES

## CONFIDENTIALITY STATEMENT

DCSS 0693 (03/29/06)

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

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

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

By your signature and initials below, you acknowledge that confidential Child Support information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; Code of Federal Regulations, Title 28, Code of Federal Regulations, part 603; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1.

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### ***READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW***

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

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

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT EMPLOYER'S FULL NAME

\_\_\_\_\_  
DATE

**ATTACHMENT 2: Sample Agreement and Confidentiality Provisions**

Link on the County Website.

This is only a sample. The final agreement will incorporate the terms and conditions of this Request for Proposal.