

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Child Support Services

BOARD AGENDA # *B-2

Urgent

Routine

AGENDA DATE May 1, 2012

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award Contract to Calserve, Inc. for Service of Process of Child Support Actions

STAFF RECOMMENDATIONS:

1. Approve an Independent Contractor Agreement with Calserve, Inc. to provide service of process duties as contained in the approved scope of work in Attachment A.
2. Authorize the Purchasing Agent to sign the Agreement with Calserve, Inc., and any subsequent amendments thereto on behalf of the County.

FISCAL IMPACT:

Funding available for this service contract is \$338,000. There are sufficient appropriations in Fiscal Year 2011-2012 to cover \$26,000 for the period of May 1st 2012 through June 30th 2012. The remaining amount of \$312,000 for Fiscal Years 2012-2013 and 2013-2014 has been included in Fiscal Year 2012-2013 Proposed Budget. There is no County General Fund contribution that is required to fund the contract as the Child Support program is funded by one-third State funds and two-thirds Federal funds. It is anticipated that full funding will be allocated to the department via the current expenditure
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-203

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

reimbursement process. This contract for its entire term is included within the Department of Child Support Services' Proposed Fiscal Year 2012-2013 Budget.

DISCUSSION:

Family Code Section 17400 requires the Department of Child Support Services (DCSS) to establish, modify and enforce family support orders in accordance with the law. To do this DCSS must afford every parent due process and notice, and an opportunity to be heard. The department accomplishes this by properly following all of the requirements of the California Code of Civil Procedure to effect proper and legal service which thereby results in proper notice of all pending actions to the affected parents. Specifically, the department is required, pursuant to the California Code of Civil Procedure § 415.10, to complete personal service upon every Respondent of each Summons and Complaint the department files. In addition, personal service is required of many enforcement actions the department completes. The volume of these actions that the department files each year requires use of a registered, licensed and insured process server. During Fiscal Year 2010-2011, the department submitted 5,909 actions for service process and has sent 4,117 during the current Fiscal year.

On February 7, 2012, the General Services Agency (GSA) Purchasing Division issued a Request for Proposal (RFP) for the service of process for DCSS. Thirty two (32) vendors were notified by the GSA Purchasing Division. Bids closed on March 7, 2012. Out of 12 prospective bidders, two were successful in applying for and satisfying the requirements of the RFP: American Eagle and Calserve, Inc. The Evaluation Committee determined Calserve, Inc. to be the successful bidder with the most cost effective bid and with the highest degree of responsiveness. No letters of protest were received during the protest and appeal period of the RFP process.

The DCSS staff recommends the Board approve the award of the contract for service processing as noted above to Calserve, Inc. for the period of May 1st 2012 through June 30th 2014. The DCSS may renegotiate and renew the contract for an additional two-year term with the selected provider. Copies of the recommended contract are available from the Clerk of the Board of Supervisors.

POLICY ISSUE:

Approval of these staff recommendations is aligned with the Board of Supervisors priorities of A Healthy Community, and Efficient Delivery of Public Services by facilitating the establishment and enforcement of child support judgments in a cost-efficient and timely manner.

Approval to Award Contract to Calserve, Inc. for Service of Process of Child Support
Actions.

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STAFFING IMPACT:

There is no staffing impact associated with this request.

CONTACT PERSON:

Tamara Thomas, Interim Director/Assistant Director, (209) 558-3062

**AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Calserve Inc. ("Contractor") as of May 1, 2012.

Recitals

WHEREAS, the County has a need for service of process; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in Exhibit A.

2.2 Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred

by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the

Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after

thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-: VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure

and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service are provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds

County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm,

associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Child Support Services
Attention: Tamara Thomas, Assistant Director
251 E. Hackett Road
Modesto, CA 95358

To Contractor: Jay Jakar, President/CEO
Calserve Inc.
P.O. Box 39607
Los Angeles, CA 90039-0607

15. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day

and year first hereinabove written.


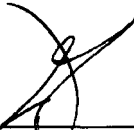
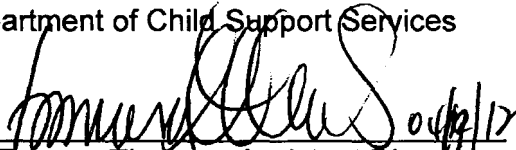

COUNTY OF STANISLAUS GSA Purchasing Division By:  _____ Keith Boggs, Deputy Executive Officer, GSA Director/Purchasing Agent "County" Dated: <u>5.2.12</u>	CALSERVE INC. By:  _____ Jay Jakar, President/ CEO "Contractor" Dated: <u>4/15/12</u>
APPROVED AS TO CONTENT: Department of Child Support Services By:  _____ Tamara Thomas, Assistant Director	
APPROVED AS TO FORM: John P. Doering, County Counsel By:  _____ Carrie Stephens, Deputy County Counsel Dated: <u>4/16/12</u>	

EXHIBIT A

A. SCOPE OF WORK

The Contractor shall provide services to County's Department of Child Support Services (DCSS) under this Agreement as follows:

1. Contractor shall be duly registered to serve process in the State of California throughout the period of the contract performance. All Contractor personnel providing services which require specific licenses or credentials must be current and valid throughout the period of contract performance. Contractor shall maintain a file of required insurances, licenses, and credentials for the business entity and for all subject employees or sub-contractor that is current at all times and accessible to the County and/or the DCSS for inspection and copying.
2. Contractor shall meet all legal and regulatory requirements for service of process and comply with all statutory requirements.
3. All documents provided to the Contractor are confidential. No information concerning parties or persons named in such documents is to be released except as necessary in the performance of Contractor's duties under this agreement and as necessary to effect service. Contractor shall have on file for each employee/agent performing work pursuant to this agreement a signed acknowledgement of responsibility pertaining to maintaining confidentiality.
4. Contractor shall serve process in all California counties, all National and International venues.
5. Contractor shall be accessible and available to the DCSS at all times during regular business hours from 7:00 am to 6:00 pm, Monday through Friday.
6. Upon request, Contractor and/or Contractor's staff (i.e., process server) shall personally appear and testify at court hearings or depositions to verify and/or defend service without the need for subpoena or subpoena duces tecum and at no additional charge to the County. Upon request Contractor shall provide to DCSS, field notes or other information to verify legally sufficient service within five (5) business days of the request.
7. DCSS will utilize the CSE E-Process Server to transmit documents electronically to the Contractor. The Contractor must support or have plans to support by contract implementation date the E-Process Server method.

8. At the time a case is assigned to the Contractor, DCSS shall provide to Contractor all known valid addresses for service, whether of a residence or a business. After receipt of documents to be served. Contractor will attempt service as follows:
 - a. Within three (3) business days for service within the State of California; and
 - b. Within five (5) business days for service outside California.

The above time frames shall apply regardless of whether or not the documents relate to pending court date.

9. Contractor shall have a maximum of forty-five (45) business days to serve non-court dated documents. If the Contractor has developed information that the Contractor believes will lead to valid service of the documents beyond this timeframe, Contractor must notify DCSS and request an additional fifteen (15) business day extension. DCSS, at its sole discretion, may approve or reject the requested extension of time, on a case by case basis.
10. All documents with a pending court date shall be served as soon as possible but in any case no later than within the timeframes as defined by California Code of Civil Procedure §1005. Any subpoena or subpoena duces tecum shall be served in a timely manner as defined by California Code of Civil Procedure §1985 through §1997. Contractor shall attempt service of any court dated documents within three (3) business days of receipt or within five (5) business days if service is outside California. Any proof of service of documents with a pending court date shall be returned to DCSS at least thirteen (13) business days prior to the hearing date to allow the Proof to be filed. Contractor shall return the Notice of Not Found/Returned not served for unserved court dated documents no later than fifty (50) days after receiving the documents for service.
11. Any file received by Contractor marked as 'Rush' shall have service attempted within twenty-four (24) hours of receipt. The Proof of Service for Rush files must be faxed to DCSS on the same day service is made, and DCSS must be in receipt of the original Proof of Service within twenty-four (24) hours of faxed transmission of the Proof of Service.
12. In circumstances of rush cases, if the Contractor does not believe at least two attempts can be made in the statutorily allotted timeframe for proper service, Contractor shall not accept the documents for service attempts.
13. Contractor shall make every effort to maximize successful process service, including attempts at different times of the day or night, and different days of the week (including Saturdays, Sundays, and holidays).

14. If service cannot be accomplished at either the home or business address provided, the Contractor will attempt to obtain either a forwarding or last known address from the current residents, business, neighbors, apartment managers. The Contractor will then attempt to make service at the new address. There will be no additional charge for forwarding addresses obtained from the current occupant or neighbors resulting in successful service at the new address. If service still cannot be accomplished at the new address, the Contractor must contact DCSS for additional locate information prior to the final attempt at service.
15. Prior to returning documents for non-service the Contractor shall attempt service at least on three (3) separate occasions.
16. Subpoenas and Subpoenas Duces Tecum shall have service attempted within (10) business days of receipt of the documents unless otherwise noted on service instructions. The completed Proof of Service of these documents shall be returned to the SDCSS no later than ten (10) business days prior to the hearing. In special circumstances, the Contractor will furnish DCSS with a faxed copy of the original Proof of Service. In this instance, DCSS must be in receipt of the original within twenty-four (24) hours of the copy being faxed.
17. Contractor shall, within five (5) business days from the date of successful personal service, return the Proof of Service to DCSS via overnight mail.
18. In all instances, two (2) proofs of service forms shall be completed and returned to the DCSS. Each Proof of Service shall have an original signature. One proof shall contain the service address information of the individual served. The other proof shall not contain any address information, but in the address space, the following clause:

“Pursuant to Family Code § 17212, the address for service on the above named party is on record at the local Department of Child Support Services. Said address may be released upon an order from the court pursuant to Family Code §17212(c)(6)”
19. In addition to the completed Proof of Service, the Contractor shall fully document all attempts at service, to include date, time, place and manner in which the party was located, and other pertinent circumstances and shall retain such information in its records whether service is successful or unsuccessful. Contractor shall retain such records for a period of no less than seven (7) years. Such information shall be made available to the DCSS upon request and shall be

- produced at any court proceeding where the service is an issue.
20. Where substituted service is legally authorized, Contractor shall comply with meeting all reasonable diligence requirements pursuant to California Code of Civil Procedure § 415.20 before proceeding with substitute service. Contractor shall comply with all formal requirements including, but not limited to making at least three prior attempts at personal service, mailing a copy of the documents served to the address where the documents were delivered and completing the Proof of Service and Declaration of Due Diligence. 'John Doe' or 'Jane Doe' will not be acceptable names on a Proof of Substituted Service. These documents shall be delivered to the DCSS by overnight mail, no later than seven (7) calendar days after the date of mailing of the service documents.
21. Contractor shall, within five (5) business days of termination of its attempts at service for any of the reasons specified above, return to DCSS the Notice of Not Found/Returned Not Served. Contractor shall fully document all attempts at service to include date, time, place of attempted service and the reasons service could not be completed. Unless otherwise requested by the DCSS, Contractor is not required to return un-served documents with expired court dates.
22. In the event that a party who has been served with a document pursuant to this Agreement contests the legal sufficiency of service in any way, the Contractor shall, at no additional cost, have the process server or other competent witness available to:
- a. Provide copies of field notes;
 - b. Discuss the case with the DCSS attorney handling the case, or his/her designee;
 - c. Sign necessary declarations or affidavits;
 - d. Appear in person to testify at court hearings or depositions as noted in paragraph 6 above.
23. Contractor shall provide the DCSS with any locate information that may become known through the attempts to effect service that is different from the information provided by the DCSS at the time of referral including, but not limited to, home address, and telephone number, employer address and telephone number, address where service was effected and any other information discovered pertaining to the person being served. Contractor shall provide all locate updates within seven (7) business days of service.
24. Contractor shall comply with all statutory and service deadlines as may be specified in this scope of work or by subsequent written agreement. DCSS shall periodically audit cases for compliance with this agreement. No payment shall be

made for service that occurs after a deadline or is found to have been served in a manner other than that specified by the Code under which that service is to be effected.

25. A ten percent (10%) discount will be assessed on each serve for which the time frames set out in the scope of work are not met. This includes but is not limited to the following timeframes:
- a. Return of Proof of Service to DCSS pursuant to items 10. and 17. of the scope of work.
 - b. Initial attempt at service made pursuant to items 8. and 11. of the scope of work.
 - c. Retention of documents for service by Contractor pursuant to item 9. of the scope of work.

The ten percent (10%) discount may be applied to the cost for each respective serve that does not meet the scope guidelines. DCSS will request a credit within sixty (60) days of receipt of documents for specific cases not meeting scope guidelines.

26. DCSS will not accept as sufficient personal service any service made at a last known residence address upon a party who at the time of service is in the County Jail. Should Contractor discover that the party to be served is in County Jail, Contractor shall return the service documents to DCSS with the information and shall not effect service at the last known residence.
27. Contractor shall, when appropriate, make arrangements for special time frames and special handling of individual cases. This will be arranged between the DCSS Site Coordinator and the Contractor's designee.
28. Contractor shall report the status of all open cases to DCSS during the time that Contractor has the service documents in its possession. Contractor shall provide DCSS with accurate and up to date case status in electronic form. "Up-to-date case status" shall be defined as inputting all service attempts made as well as outcomes within forty-eight (48) hours of actual or attempted service. The Contractor will issue and control passwords for access as needed.
29. DCSS reserves the right, upon a reasonable showing of cause, to request that specific employees, agents or subcontractors not be used for the performance of any duties included in this Agreement.
30. Contractor shall provide statistics on a monthly basis to the DCSS as outlined below:

	For Service:	For Locate:
1.	Number of cases submitted	Number of cases submitted to the Locate Unit
2.	Number of successful services	Number of cases with new addresses discovered in locate
3.	Number of successful sub-services	Number of unsuccessful locate attempts
4.	Number of non-services	Number of successful locates that resulted in successful service

B. COMPENSATION

The Contractor shall be compensated for the services provided under this Agreement as follow:

Service Areas:	Fee:
Stanislaus, Los Angeles	\$30.00
Alameda, Contra Costa, Fresno, Kern, Kings, Madera, Merced, Orange, Riverside, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Mateo, Santa Cruz, Sacramento, Solano, Stanislaus, Tulare, Ventura	\$37.00
All Other California Counties	\$65.00
Writs: In County	\$65.00
Writs: Out of County	\$85.00
National	\$95.00
International	\$95.00
Locates (from "Bad address" process)*	\$20.00+
Supplemental In-State Locate **	\$75.00
Supplemental Nation/International Locate **	\$95.00
RUSH	\$25.00+

Documents returned Not Served or Cancelled after first attempt	\$15.00
Stake-outs (requested) 1 hour minimum	\$35.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

*resulting is successful service **service of process additional

Note: There are no other charges associated with Contractor's service (i.e.: attempts, mileage, courier, or mailings).

All invoices paid within 30 days of receipt will be discounted 2%.

The Contractor shall submit to the DCSS an invoice and billing documentation for all costs associated with the provisions of the Agreement on the first (1ST) and sixteenth (16TH) of each month following the billing period in which services are rendered. Billing documentation shall include, but may not be limited to, case participant's name, name of the person upon who service was made, DCSS case number, Superior Court case number, date of receipt of service documents, date of service, description of service and amount charged. Summary statements shall be supported by individual invoices for service and shall equal the total of these invoices. Statements and invoices not meeting these requirements will be returned to the Contractor. Upon receipt of the billing documentation described above, and reviewed by DCSS, Contractor shall be paid by the County.

The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$338,000.00 including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor to perform or to assist in the performance of its work under this Agreement.

C. TERM

Paragraph 3.1 of the body of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be for a period of twenty-six months (26) from May 1, 2012 through June 30, 2014 unless otherwise terminated as provided below, during which time pricing shall remain firm. Thereafter, this Agreement will not automatically renew but may be renewed for an additional two year term by mutual, written agreement of the parties. Price increase for the renewal term shall not exceed the Consumer Price Index (CPI) for All Urban Consumers – (CPI-U) in the renewal term and shall be negotiated by the parties. Such renewal shall be in the form of an amendment to the Agreement as described in Section 17 of the body of this Agreement. Contractor must give the County at least three (3) months prior written notice for intent to quit.