

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

DEPT: Child Support Services

BOARD AGENDA #: \*B-8

AGENDA DATE: June 28, 2016

**SUBJECT:**

Approval to Award Contract to National Court Research, Inc., of Stockton, California for Service of Process in Child Support Actions

**BOARD ACTION AS FOLLOWS:**

No. 2016-334

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1)  Approved as recommended


2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

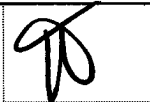
File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Child Support Services

Urgent

Routine



BOARD AGENDA #: \*B-8

AGENDA DATE: June 28, 2016

CEO CONCURRENCE:

4/5 Vote Required: Yes  No

---

**SUBJECT:**

Approval to Award Contract to National Court Research, Inc., of Stockton, California for Service of Process in Child Support Actions

---

**STAFF RECOMMENDATIONS:**

1. Approve an Independent Contractor Agreement with National Court Research (NCRC) of Stockton, California to provide service of process duties as contained in the approved scope of work in Exhibit A.
2. Authorize the Purchasing Agent to execute the contract with National Court Research and to sign any subsequent amendments thereto on behalf of the County.

**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 in each case for every 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 2015-2016, the Department submitted 2,700 actions for service of process and has sent 1,051 so far during the current fiscal year.

On April 6, 2016, the General Services Agency (GSA) Purchasing Division issued a Request for Proposals (RFP) for the service of process for DCSS. The scope of work includes but is not limited to:

- Contractor duties as to how service is to be effected
- Contractor duties as to timeframes in which DCSS service must be attempted and completed
- Contractor responsibility related to required use of the E-Process Server method to efficiently transmit documents between the Department and the Contractor
- DCSS payment responsibility for individual service areas and individual types of completed or non-completed service

Approval to Award Contract to National Court Research, Inc., of Stockton, California for Service of Process in Child Support Actions

1,228 vendors were notified by the GSA Purchasing Division. On April 29, 2016, 3 proposals were submitted for review. All proposals were evaluated based on the following criteria:

- Contractor's qualifications
- Degree of responsiveness

GSA Purchasing Division staff reviewed the three proposals submitted. One was deemed unacceptable for failure to submit the financial information requested in the RFP. The two successful proposals were ranked in the following order:

Ranking	Consultant	Total Score
1	National Court Research, Inc.	78.28
2	Cal-Serve, Inc.	67.33

DCSS staff recommends awarding a contract in the amount of \$500,000 to National Court Research, Inc., as the most qualified proposer based on the results of the evaluation criteria for the period of July 1, 2016 through June 30th 2018.

DCSS may renegotiate and renew the contract for an additional two-year term with the selected provider. The provider has indicated that there would be a slight cost increase for the provision of services after Year 2. The increased costs for subsequent years are currently not expected to exceed the currently allotted \$250,000 per year.

**POLICY ISSUE:**

County purchasing policy 05-01 requires Board of Supervisor approval of any contract exceeding \$100,000.

**FISCAL IMPACT:**

Funding is available for this service contract in the Fiscal Year 2016-2017 and 2017-2018 Proposed Budget up to the amount of \$250,000 per year. 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.

<b>Cost of recommended action:</b>	\$ 500,000
<b>Source(s) of Funding:</b>	
State and Federal funding	500,000
<b>Funding Total:</b>	\$ 500,000
<b>Net Cost to County General Fund</b>	\$ -

<b>Fiscal Year:</b>	2016-2018
<b>Budget Adjustment/Appropriations needed:</b>	No

**Department Fund Balance as of 6-30-2016** 1,407,569

Approval to Award Contract to National Court Research, Inc., of Stockton, California for Service of Process in Child Support Actions

---

**BOARD OF SUPERVISORS' PRIORITY:**

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.

**STAFFING IMPACT:**

Existing Department of Child Support Services staff will oversee the agreement.

**CONTACT PERSON:**

Tamara Thomas, Director of Child Support Services

Telephone: (209) 558-3062

**ATTACHMENT(S):**

1. Contract
2. Exhibit A
3. Exhibit B

**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 National Court Research, Inc., a Corporation, ("Contractor") as of July 1, 2016.

**Recitals**

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

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

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**.

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 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

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

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 is 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

1.1. Non-Discrimination. During the performance of this Agreement, Consultant 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, age (over 40), political affiliation or belief, military or veteran status, gender/sex, gender identity, gender expression, or sexual orientation. Consultant 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 and 1102; 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.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.



11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

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:  
Stanislaus County Purchasing Agent  
1010 10<sup>th</sup> Street, Suite 5400  
Modesto, CA 95354

To Contractor:  
National Court Research, Inc.  
306 Regent Court, Suite B  
Stockton, CA. 95204

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

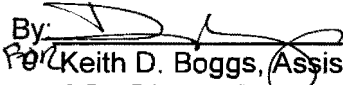
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

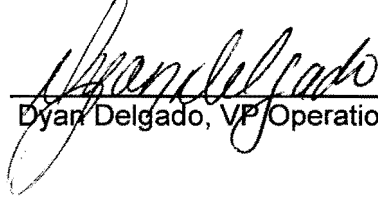
[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

NATIONAL COURT RESEARCH INC.

By:  DONNA RILEY  
GSA DEP. DIR  
Keith D. Boggs, Assistant Executive Officer  
GSA Director/Purchasing Agent

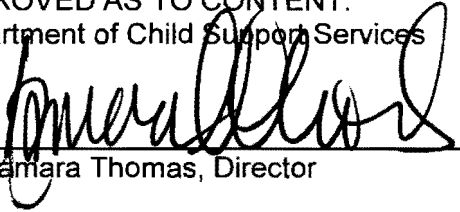
By:   
Dyan Delgado, VP Operations

"County"

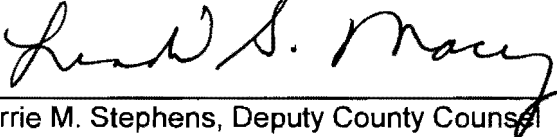
"Contractor"

APPROVED: BOS Resolution # \_\_\_\_\_

APPROVED AS TO CONTENT:  
Department of Child Support Services

By:   
Tamara Thomas, Director

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
FOR Carrie M. Stephens, Deputy County Counsel

N:\DATA\CO\CONTRACT\TEMPLATES 2016\INDEPENDENT CONTRACTOR AGREEMENT 2016.DOC

## 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 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. In performance of this contract, the Contractor will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is 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. Willful unauthorized disclosure of returns and 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 set forth at 26 CFR 301.6103(n) 1.

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

Timely notification of an unauthorized disclosure of FTI is the most important factor. The contractors will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The contractor should not wait to conduct an internal investigation to determine if FTI was involved. 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 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 and by mail 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 a pending court date.

9. Contractor shall have a maximum of forty-five (45) calendar 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) calendar 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) calendar 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 fax 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 ten (10) calendar 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 DCSS 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 four (4) business days from the date of successful service, return the Proof of Service to DCSS via electronic delivery in the form of a PDF document emailed to the DCSS email address set up for receipt of said documents. Documents shall be received by DCSS on or before the 4<sup>th</sup> business day. No later than eight (8) business days from the date of a successful service, Contractor shall return the Proofs of Service containing original signatures to DCSS via overnight mail. Documents shall be received at DCSS on or before the 8<sup>th</sup> business day.
18. In all instances, four (4) Proofs of Service forms shall be completed and returned to DCSS. Proofs of Service sent electronically shall have a digital signature. Proofs of Service sent via overnight mail shall have an original signature. One (1) electronic and one (1) original Proof of Service form shall contain the service address information of the individual served. One (1) electronic and one (1) original Proof of Service shall not contain any address information, but in the address space, must contain 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 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 also be returned to DCSS within the timeframes noted in Item 17.
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 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 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 DCSS with any location information that may become known through the attempts to effect service that is different from the information provided by 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 location 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 affected.
25. A ten percent (10%) fee reduction will be assessed on each serve for which the time frames set out in the scope of work are not met.

This fee reduction shall not be applied unless Contractor is out of compliance with the timeframes on at least five percent (5%) of the total cases served in any month. If Contractor is out of compliance on five percent (5%) or more of the cases served in any month, the ten percent (10%) fee reduction shall apply to all cases which are out of the compliance timeframes. These timeframes include, but are not limited to:

- a. Return of Proof of Service to DCSS pursuant to items 10 and 17 of the scope of work.
- b. Retention of documents for service by Contractor pursuant to item 9 of the scope of work.

The ten percent (10%) fee reduction 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 the billing document listing the 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 affect 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 such as a DCSS accessible searchable website or database. "Up-to-date case status" shall be defined as inputting all service attempts made as well as outcomes of any attempts 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. DCSS Site Coordinator (or designee) and Contractor shall meet as necessary to discuss and agree upon specific process details, necessary changes and or updates to timeframes due to policy or statutory changes.
31. Contractor shall provide statistics on a monthly basis to the DCSS Site Coordinator as outlined below:



	For Service:	For Locate:
1.	Number of cases submitted	Number of cases submitted to the Locate Unit/For in house locate
2.	Number of successful personal 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 (documents unable to be served)	Number of successful locates that resulted in successful service

**B. COMPENSATION**

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

**PROPOSED PRICING/FEE SCHEDULE  
INITIAL 24 MONTH PERIOD**

Item	Service Coverage Fee Schedule	Price
1	Cost of successful service of document on an individual within San Joaquin County or Stanislaus County, including mileage, cost of printing documents from e-filing server and documenting successful service in e-filing system.	\$35.00
2	Cost of successful service of document on an individual within Alameda, Amador, Calaveras, Contra Costa, El Dorado, Sacramento or Solano Counties, including mileage, cost of printing documents from e-filing server and documenting successful service in e-filing system.	\$42.00
3	Cost of successful service of document on an individual in any other California County not listed above, including mileage, cost of printing documents from e-filing server and documenting successful service in e-filing system.	\$62.00
4	Cost to document an unsuccessful service or a recalled service request in e-filing system.	\$13.00
5	Cost of successful service on an individual outside of California, within the United States, with manual proof of service.	\$100.00
6	Rush service, NCRC will make attempt either same day, or the very next day, and each day thereafter, until service is cancelled or completed.	\$15.00
7	Stakeout subject property, residence, or business location upon request.	\$25.00 per hour
8	Locate, verify bad address, from SOP incomplete jobs, upon request.	\$15.00

- **This proposed fee/pricing will encompass the initial 24 month period of the proposed agreement.**
- **Invoices paid within 30 calendar days of receipt will be discounted 5%.**

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 (1<sup>st</sup>) and sixteenth (16<sup>th</sup>) of each month following the billing period in which services are rendered. Billing shall be sent to DCSS in both hardcopy and electronic form. 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 \$500,000.00 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-four months (24) from July 1, 2016 through June 30, 2018 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.

## EXHIBIT B

### Insurance Required for Most Contracts

*(Not for Professional Services or Construction Contracts)*

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

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

**Application of Excess Liability Coverage:** Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **Other Insurance Provisions**

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

***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage***

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

***Reporting***

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

***Notice of Cancellation***

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

***Waiver of Subrogation***

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

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to the County.

***Claims Made Policies***

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

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

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

**Verification of Coverage**

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

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

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

**Insurance Limits**

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: KEVIN WATSON

Title: LIABILITY & INS MGR

Date: 6-9-2016

Vendor: National Court Research, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA		PHONE (A/C No, Ext): (888) 202-3007	
520 Madison Avenue		FAX (A/C, No):	
32nd Floor		E-MAIL ADDRESS: contact@hiscox.com	
New York, NY 10022		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hiscox Insurance Company Inc	
		<b>NAIC #</b>	
		10200	
<b>INSURED</b>		<b>INSURER B:</b>	
National Court Research		<b>INSURER C:</b>	
306 Regent Court		<b>INSURER D:</b>	
Stockton CA 95204		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	UDC-1559743-BOP-16	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> CGL is on BOP Form						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ S/T Each Occ.
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg.
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB						\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers are additional insureds as required by written agreement. The Hiscox Business Owners Policy UDC-1559743-BOP-16 is endorsed with waiver of subrogation endorsement E5213 in favor of County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. The Hiscox Business Owners Policy UDC-1559743-BOP-16 is primary subject to the policy's terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers  
1010 10th Street  
Suite 5400  
Modesto, CA 95354

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



IMPORTANT - THIS IS NOT A BILL. SEND NO MONEY UNLESS STATEMENT IS ENCLOSED.

HOME OFFICE	SAN FRANCISCO	POLICY DECLARATIONS
CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY		
THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.		

THIS INSURANCE IS EFFECTIVE FROM  
 12:01 A.M., PACIFIC STANDARD TIME  
 12-12-15 TO 12-12-16 AND SHALL  
 AUTOMATICALLY RENEW EACH 12-12  
 UNTIL CANCELLED

CONTINUOUS POLICY 9148453-15

NATIONAL COURT RESEARCH, INC.	DEPOSIT PREMIUM	\$241.00
306 REGENT CT. STE B STOCKTON, CALIF 95204	MINIMUM PREMIUM PREMIUM ADJUSTMENT PERIOD	\$485.00 QUARTERLY N NA

NAME OF EMPLOYER- NATIONAL COURT RESEARCH, INC.  
 (A CORPORATION)

TRADE NAMES- NATIONAL COURT RESEARCH, INC.

LOCATIONS- 001 306 REGENT CT. STE B  
 STOCKTON CA 95204

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,  
 \$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 12-12-15 TO 12-12-16

CODE NO.	PRINCIPAL WORK AND RATES EFFECTIVE FROM 12-12-15 TO 12-12-16	PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
8821-1	ATTORNEY SUPPORT SERVICES--INCLUDING CLERICAL OFFICE EMPLOYEES AND OUTSIDE SALESPERSONS THIS CLASSIFICATION SHALL NOT BE USED FOR DIVISION OF PAYROLL IN CONNECTION WITH ANY OTHER CLASSIFICATION UNLESS THE OPERATIONS DESCRIBED BY CLASSIFICATION 8821 CONSTITUTE A SEPARATE AND DISTINCT ENTERPRISE HAVING NO CONNECTION WITH THE OPERATIONS COVERED BY ANY OTHER APPLICABLE CLASSIFICATION.	15000	5.12	5.35

TOTAL ESTIMATED ANNUAL PREMIUM \$803



Hiscox Insurance Company Inc.

Policy Number: UDC-1559743-BOP-16  
Named Insured: National Court Research  
Endorsement Number: 15  
Endorsement Effective: June 10, 2016

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

---

## **MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added to Subparagraph 2. in Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** of **Section III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II LIABILITY)**:

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a “personal and advertising injury”; or (ii) an “occurrence” that caused “bodily injury” or “property damage”.