

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

DEPT: Child Support Services

BOARD AGENDA: 5.B.11  
AGENDA DATE: June 26, 2018

**SUBJECT:**

Approval to Award a Contract to Team Legal, Inc. of Valencia, California for Service of Process in Child Support Actions

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0321**

On motion of Supervisor Chiesa \_\_\_\_\_, Seconded by Supervisor Olsen \_\_\_\_\_  
and approved by the following vote,  
Ayes: Supervisors: Olsen, Chiesa, Monteith, and Vice-Chairman Withrow \_\_\_\_\_  
Noes: Supervisors: None \_\_\_\_\_  
Excused or Absent: Supervisors: Chairman DeMartini \_\_\_\_\_  
Abstaining: Supervisor: None \_\_\_\_\_

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

**MOTION:**

ATTEST: Elizabeth A. King  
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

BOARD AGENDA:5.B.11  
AGENDA DATE: June 26, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Award a Contract to Team Legal, Inc. of Valencia, California for Service of Process in Child Support Actions

**STAFF RECOMMENDATION:**

1. Approve an Independent Contractor Agreement with Team Legal, Inc. of Valencia, 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 contact with Team Legal, Inc. 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 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 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 2016-2017, the Department submitted 3,687 actions for service of process and has sent 3,369 as of April 30, 2018 for the current fiscal year.

On March 9, 2018, the General Service 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

Five hundred (500) vendors were notified by the GSA Purchasing Division. On April 5, 2018, three proposals were submitted for review. All proposals were evaluated based on the following criteria:

- Contractor’s qualifications
- Performance and service delivery
- E-delivery capability
- Value added
- Pricing

GSA Purchasing Division staff reviewed the three proposals submitted. The proposals were ranked in the following order:

Ranking	Consultant	Total Score
1	Team Legal, Inc.	82.58
2	Cal-Serve, Inc.	74.00
3	ABC Legal	60.67

DCSS staff recommends awarding a contract in the amount of \$275,000 to Team Legal, Inc., as the most qualified proposer based on the results of the evaluation criteria for the period of July 1, 2018 through June 30, 2020. DCSS may re-negotiate 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 service after year two. The increased costs for subsequent years are currently not expected to exceed the current allocation of \$137,500 per year.

**POLICY ISSUE:**

County purchasing policy requires Board of Supervisors approval of any contract exceeding \$100,000.

**FISCAL IMPACT:**

Funding is available for this service contract in the Fiscal Year 2018-2019 and 2019-2020 Proposed Budget up to the amount of \$137,500 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.

**BOARD OF SUPERVISORS’ PRIORITY:**

The recommended actions are consistent with the Boards’ Priority of *Supporting Community Health* 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:**

Baljit Atwal, Director of Child Support Services, (209) 558-1414  
 Rhonda Mason, Assistant Director of Child Support Services, (209) 558-1410

**ATTACHMENT(S):**

1. Team Legal Inc Contract

**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 Team Legal, Inc., a Corporation, ("Contractor") as of July 1, 2018.

**Recitals**

WHEREAS, the County has a need for services 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

11.1 Non-Discrimination. 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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:

Team Legal, Inc.  
25876 The Old Road, Suite 314  
Valencia, CA 91381

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

TEAM LEGAL

By: [Signature]  
Keith D. Boggs, Assistant Executive Officer  
GSA Director/Purchasing Agent *D.O.*

By: [Signature]  
Sean P. C  
& Client R

*Signed duplicate counterparts. Vendor sig. on next page*

"County"

APPROVED: BOS Resolution # 2018-0321

APPROVED AS TO CONTENT:  
Department of Child Support Services

By: [Signature] *Rhonda Brown - Mason, Assistant Director*  
for Baljit Atwal, Director

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

By: [Signature]  
Carrie Stephens, Deputy County Counsel

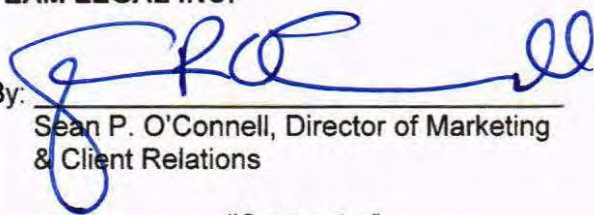
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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

TEAM LEGAL INC.

By: \_\_\_\_\_  
Keith D. Boggs, Assistant Executive Officer  
GSA Director/Purchasing Agent

By:   
Sean P. O'Connell, Director of Marketing  
& Client Relations

"County"

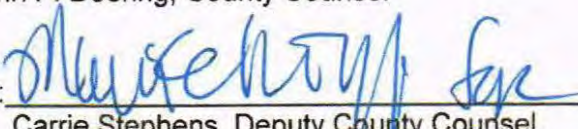
"Contractor"

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

APPROVED AS TO CONTENT:  
Department of Child Support Services

By: *Rhonda Brown-Mason, Assistant Director*  
*For* Baljit Atwal, Director

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

By:   
Carrie Stephens, Deputy County Counsel

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## 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. Contractor should notify DCSS immediately if they become aware that service is not lawful as contracted. The contractors will immediately, no later than 24 hours, contact DCSS upon identification of a possible unlawful service or unlawful practice by a server.
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.

Contractor and all their staff authorized to access confidential, sensitive, and/or personal information furnished or obtained under this Agreement must receive security awareness training prior to accessing such information, and annually thereafter. DCSS will provide security awareness training materials which must contain instructional components such as, but not limited to information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information and the consequences and legal liability of unauthorized inspection or disclosure of said information.

Contractor's and all their staff who have access to confidential, sensitive, and/or personal data of the other party will be required to file a signed confidentiality statement each year, attesting to the fact that he/she is aware of the confidential nature of the data and penalties for unauthorized disclosure under applicable state and federal law. Copies of signed confidentiality statements must be submitted to DCSS Information Security Officer.

Communication of demographics/personal data must be made through secure means such as File Transfer Protocol (FTP) server, secured portal or fax. All documents are to be sent by secure means. If by mail, double-sealed envelopes must be used. If delivered by physical means, a locked box will be provided/ utilized to transport the documents to and from the agency.

Timely notification of an unauthorized disclosure of FTI and/or confidential and/or Personally Identifiable Information (PII) 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. The signed acknowledgement is to be renewed annually. Server will inform DCSS if a process server no longer handles DCSS documents so we can update our records.

4. Contractor shall serve process in all California counties, all national and international venues. Service in international venues will require a price quote to be given to DCSS by Contractor and prior approval as to payment given by DCSS.
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. Throughout this document business days refers to Monday through Friday except any recognized County and State holidays.
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 and utilize the E-Process Server method. Process server will confirm receipt all items received by this method.

Exchange of service packets, POS and affidavits of non-service shall occur no less than two times within a week.

Process server will maintain a supply of Child Support Handbooks that can be obtained at DCSS Fulfillment Services by submitting DCSS 0596 form provided by DCSS. Child Support Handbooks are to be included with Summons and Complaints.

Process server will be provided with sworn statement form to be included when special instructions mention sworn statement.

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. Fees will be applied per case and not based solely on the number of addresses provided. After receipt of documents to be served,

contractor will attempt service as follows:

- a. Within five (5) business days for service within the State of California; and
  - b. Within seven (7) business days for service outside California.
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. Subpoenas or subpoena duces tecum be served in a timely manner as defined by California Code of Civil Procedure § 1985 through § 1997. They 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 immediately upon service but 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.
11. 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. Contractor shall attempt service of any court dated documents 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.

Any proof of service of documents with a pending court date shall be returned to DCSS as follows:

- a. At least thirteen (13) business days prior to the hearing date to allow the proof to be filed.
  - b. 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.
12. 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.
13. 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.
14. 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). Contractor will make every effort to attempt service according to special instructions provided by DCSS.

15. Prior to returning documents for non-service the contractor shall attempt service on at least three (3) separate occasions. Fees are applied for each address and DCSS will put addresses in primary priority order – in the order they want contractor to make the attempts. Contractor will attempt service on at least three (3) separate occasions as well when DCSS gives special service instructions as to a specific location.
16. If DCSS choses to utilize contractor's locate services and 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 only be a field locate charge for any forwarding addresses obtained from the current occupant or neighbors resulting in successful service at the new address. If such service is unsuccessful the only charge will be the standard non-service fee. 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.
17. Contractor shall provide DCSS with any location information and source 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 four (4) business days of service with the proof of service.
18. 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 4th 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 within ten (10) calendar days from the date of successful service.
19. 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)"
20. 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.
21. 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. Any proof of substituted service shall contain no less than 7 points of identifying information as to the person sub-served and shall include pictures when feasible of the person or area in which sub-service occurred. If any other identifying information is visible to the server, such items shall also be included on the proof of service. These documents shall also be returned to DCSS within the timeframes noted in Item 18.

22. 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 but must properly dispose of according to FTI regulations.
23. 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.
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 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. Initial service attempts and return affidavit of nonservice pursuant to item 21.
- c. Retention of documents for service by contractor pursuant to item 9 of the scope of work.
- d. Timeframes of service attempts pursuant to item 8.



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.

Paragraph 25 as to the 10% fee reduction shall not apply during the first three (3) months of the contract to allow Contractor to acclimate and deal with any backlog arising from the changing of the vendor.

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. DCSS will not accept as valid nor pay for any personal or sub-service made upon a deceased individual.
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 statistical reports containing at least the below data elements on a bi-weekly basis to the DCSS site coordinator as outlined below:

	For Service:
1	Number of cases submitted to Contractor by DCSS
2	Number of successful personal services
3	Number of successful sub- services

4.	Number of non-services (documents unable to be served)
5.	Date of receipt of service request by Contractor
6.	Date of first attempted service by Contractor
7.	Service attempt number
8.	Final Attempt/Service Date and Document served.

**B. COMPENSATION**

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

Pricing Worksheet: All prices below include all mileage, costs of printing documents from the e-filing server and documenting successful serves timely in the database as well as return of unsuccessful service attempts.

	SERVICE PROVIDED:	TOTAL INVOICE PRICE:
Item 1.	Total cost of successful service of process in Stanislaus County.	\$35.00
Item 2.	Total cost of successful service of process in San Joaquin, Merced, Los Angeles, Riverside, Orange, Ventura, Santa Clara, Placer and Butte counties.	\$45.00
Item 3.	Total cost of successful service of process outside of Stanislaus County and outside of all counties listed in Item 2. but within CA.	\$55.00
Item 4.	Total cost of successful service of process outside of California but within the United States.	\$95.00
Item 5.	Total cost of an unsuccessful service in Stanislaus County.	\$30.00
Item 6.	Total cost of an unsuccessful service in San Joaquin, Merced, Los Angeles, Riverside, Orange, Ventura, Santa Clara, Placer and Butte counties.	\$40.00
Item 7.	Total cost of an unsuccessful service outside Stanislaus County and outside all counties listed in Item 2. but within CA.	\$50.00
Item 8.	Total cost of an unsuccessful service of process outside of California but within the United States.	\$90.00
Item 9.	Total cost of a recalled service in which attempts have already been made in Stanislaus County.	\$30.00

Item 10.	Total cost of a recalled service in which attempts have already been made in all counties listed in Item 2.	\$40.00
Item 11.	Total cost of a recalled service in which attempts have already been made outside of Stanislaus County and outside of all counties listed in Item 2. but within CA.	\$50.00
Item 12.	Total cost of a recalled service in which attempts have already been made outside CA. but within the United States.	\$90.00
Item 13.	Total cost of any rush service request within Stanislaus County (attempts to be made same day or the very next calendar day).	\$15.00 plus any applicable above service fee.
Item 14.	Total cost of any rush service request outside of Stanislaus County but within the United States (attempts to be made the same day or the very next calendar day).	\$20.00 plus any applicable above service fee.
Item 15.	Total cost of a stakeout of property, residence or business location within Stanislaus County- only upon DCSS request.	\$30.00 per hour
Item 16.	Total cost of a stakeout of property, residence or business location outside Stanislaus County- only upon request.	\$40.00 per hour
Item 17.	Field Locate of new/viable address; - as pertains to Paragraph 16 (forwarding addresses) in this scope of work	\$15.00
Item 18.	Skiptracing/Locate Services	\$30-\$100 depending on scope and detail and only upon DCSS request and prior approval of total cost.
Item 19.	Service request to remote area	Flat additional fee of \$20-\$100. This fee can be requested by vendor if necessary for service requests to remote areas where the address is beyond 20 miles of any city listed on the attached source city list. This fee will only be paid upon prior request of vendor and prior approval of DCSS to same.
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**TEAM LEGAL SOURCE CITIES LIST**

**Alameda County**

Alameda  
Albany  
Berkeley  
Dublin  
Emeryville  
Fremont  
Hayward  
Livermore  
Newark  
Oakland  
Piedmont  
Pleasanton  
Union City  
San Leandro

**Butte County**

Biggs  
Chico  
Gridley  
Oroville  
Paradise

**Contra Costa County**

Antioch  
Brentwood  
Clayton  
Concord  
Danville  
El Cerrito  
Hercules  
Lafayette  
Martinez  
Moraga  
Oakley  
Orinda  
Pinole  
Pittsburg  
Pleasant Hill  
Richmond  
San Pablo  
San Ramon  
Walnut Creek'

**Fresno County**

Clovis  
Firebaugh  
Fowler  
Fresno  
Kerman  
Kingsburg  
Mendota  
Orange Cove

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Parier  
Reedley  
Sanger  
Selma

**Kern County**

Arvin  
Bakersfield  
Delano  
Mcfarland  
Shafter  
Wasco

**Kings County**

Corcoran  
Hanford  
Lemoore

**Los Angeles County**

Agoura Hills  
Alhambra  
Arcadia  
Artesia  
Avalon  
Azusa  
Baldwin Park  
Bell  
Bellflower  
Bell Gardens  
Beverly Hills  
Bradbury  
Burbank  
Calabasas  
•Carson  
Cerritos  
Claremont  
Commerce  
Compton  
Covina  
Cudahy  
Culver City  
Diamond Bar  
Downey  
Duarte  
El Monte  
El Segundo  
Gardena  
Glendale  
Glendora  
Hawaiian Gardens  
Hawthorne  
Hermosa Beach  
Hidden Hills  
Huntington  
Industry  
Inglewood  
Irwindale

La Canada Flintridge  
La Habra Heights  
Lakewood  
La Mirada  
Lancaster  
La Puente  
La Verne  
Lawndale  
Lomita  
Long Beach  
Los Angeles  
Lynwood  
Malibu  
Manhattan Beach  
Maywood  
Monrovia  
Montebello  
Monterey Park  
Norwalk  
Palmdale  
Palos Verdes Estates  
Paramount  
Pasadena  
Pico Rivera  
Pomona  
Rancho Palos Verdes  
Rolling Hills  
Rolling Hills Estates  
Rosemead  
San Dimas  
San Fernando  
San Gabriel  
San Marino  
Santa Clarita  
Santa Fe Springs  
Santa Monica  
Sierra Madre  
Signal Hill  
South El Monte  
South Gate  
South Pasadena  
Temple City  
Torrance  
Vernon  
Walnut  
West Covina  
West Hollywood  
Westlake Village  
Whittier

**Madera County**

Chowchilla  
Madera

**Marin County**

Belvedere  
Corte Madera

Larkspur  
San Anselmo  
San Rafael  
Sausalito  
Tiburon

**Merced County**

Atwater  
Dos Palos  
Gustine  
Livingston  
Los Banos  
Merced

**Monterey County**

Carmel By The Sea  
Del Rey Oaks  
Marina  
Monterey  
Pacific Grove  
Salinas  
Sand City  
Seaside

**Napa County**

American Canyon  
Napa

**Orange County**

Aliso Viejo  
Anaheim  
Brea  
Buena Park  
Costa Mesa  
Cypress  
Dana Point  
Fountain Valley  
Fullerton  
Garden Grove  
Huntington Beach  
Irvine  
Laguna Beach  
Laguna Hills  
Laguna Niguel  
Laguna Woods  
La Habra  
Lake Forest  
La Palma  
Los Alamitos  
Mission Viejo  
Newport Beach  
Orange  
Placentia  
Rancho Santa Margarita  
San Clemente  
San Juan Capistrano  
Santa Ana

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Seal Beach  
Stanton  
Tustin  
Villa Park  
Westminster  
Yorba Linda

**Placer County**

Loomis  
Rocklin  
Roseville

**Riverside County**

Calimesa  
Canyon Lake  
Cathedral City  
Coachella  
Corona  
Desert Hot Springs  
Eastvale  
Hemet  
Indian Wells  
Indio  
Jurupa Valley  
Lake Elsinore  
La Quinta  
Menifee  
Moreno Valley  
Murrieta  
Norco  
Palm Desert  
Palm Springs  
Perris  
Rancho Mirage  
Riverside  
San Jacinta  
Temecula  
Wildomar

**Sacramento County**

Citrus Heights  
Elk Grove  
Folsom  
Galt  
Isleton  
Rancho Cordova  
Sacramento

**San Bernardino County**

Adelanto  
Chino  
Chino Hills  
Colton  
Fontana  
Grand Terrace  
Hesperia  
Highland

Loma Linda  
Montclair  
Ontario  
Rancho Cucamonga  
Redlands  
Rialto  
San Bernardino  
Upland  
Victorville  
Yucaipa

**San Diego County**

Cartsbad  
Chula Vista  
Coronado  
Del Mar  
El Cajon  
Encinitas  
Escondido  
Imperial Beach  
La Mesa  
Lemon Grove  
National City  
Oceanside  
Poway  
San Diego  
San Marcos  
Santee  
Solana Beach  
Vista

**San Francisco City & County**

San Francisco

**San Joaquin County**

Escalon  
Lathrop  
Lodi  
Manteca  
Ripon  
Stockton  
Tracy

**San Mateo County**

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Hillsborough  
Menlo Park  
Millbrae  
Redwood City

San Bruno  
San Carlos  
San Mateo  
South San Francisco

**Santa Barbara County**

Carpinteria  
Goleta  
Santa Barbara  
Santa Maria

**Santa Clara County**

San Jose  
Campbell  
Cupertino  
Los Altos  
Los Altos Hills  
Los Gatos  
Milpitas  
Monte Sereno  
Mountain View  
Palo Alto  
San Jose  
Santa Clara  
Saratoga  
Sunnyvale

**Santa Cruz County**

Capitola  
Santa Cruz

**Solano County**

Benicia  
Dixon  
Fairfield  
Rio Vista  
Suisun City  
Vacaville  
Vallejo

**Sonoma County**

Petaluma  
Sonoma

**Stanislaus County**

Ceres  
Hughson  
Modesto  
Newman  
Oakdale  
Patterson  
Riverbank  
Turlock

**Tulare County**

Tulare  
Visalia

## **Ventura County**

Camarillo  
Moorpark  
Oxnard  
Port Hueneme  
Santa Paula  
Simi Valley  
Thousand Oaks  
Ventura

## **Yolo County**

Davis  
Woodland

- This proposed fee/pricing will encompass the initial 24 month period of the proposed agreement.
- Invoices received will be paid net 45 calendar days from date of invoice.

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 \$275,000.00 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, 2018 through June 30, 2020 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 and Auto 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 (except for Professional Liability) 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 California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***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.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

\_\_\_\_\_ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: SEAN O'CONNELL Date: 6/6/18

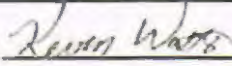
Signature:  Date: 6/6/18

Vendor Name: TEAM LEGAL, INC.

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*For CEO-Risk Management Division use only*

Exception: \_\_\_\_\_

Approved by CEO-Risk Management Division:  Date: \_\_\_\_\_



**E-PROCESS SERVER AGREEMENT**

DCSS 0646 (01/17/13)

**THIS AGREEMENT**, made and entered into as of the 5<sup>th</sup> day of June, 20 18, by and between Stanislaus County (LCSA) and Team Legal Inc. (Process Server) allows designated Process Server access to the HTTPS DCSS Download Server for the downloading and delivery service of child support instruction packets.

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

**LCSA E-Process Coordinator Contact Information**

LCSA Contact Name: Racquel Anderson  
 Telephone No.: 209-558-3404  
 Email Address: RAnderson@stanco.dcss.org

**Process Server Coordinator Contact Information**

Process Server Contact Name: JENNIFER SHEEHAN f/or VINCE BATZA  
 Telephone No.: 661-964-0154  
 Email Address: jshreehan@teamlegalinc.com/vbatza@teamlegalinc.com

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

216.14.43.134

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

LCSA Authorized Representative:  
 Signature: Racquel Anderson  
 Print Name: Racquel Anderson  
 Title: Supervising Legal Clerk II  
 Phone Number: 209-558-3404

Process Server Authorized Representative:  
 Signature: [Signature]  
 Print Name: SEAN O'CONNELL  
 Title: DIRECTOR OF MARKETING  
 Phone Number: 661-964-0154

## Security Provisions

### A. Process Server shall implement the following administrative safeguards:

1. Implement policies and procedures to ensure that information obtained from the Local Child Support Agency (LCSA) is used solely as provided for in this Agreement and applicable laws.
2. Make information available to its authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in this Agreement.
3. Notify the LCSA and California Department of Child Support Services (CDCSS) of any security incidents involving information obtained from LCSA within two business days and cooperate with CDCSS in any investigations of information security incidents. The notification must describe the incident in detail and provide contact information if different from the authorized representative described herein.
4. Process Server shall maintain and report to the LCSA a record of all authorized users, their job functions, and authorized level of access granted.

### B. Process Server shall implement the following usage, duplication, and re-disclosure safeguards:

1. Use information only for purposes specifically authorized under this Agreement and applicable Federal and State laws.
2. Protect child support information against unauthorized access, at all times, in all forms.
3. Reproduce information in any form obtained under this Agreement solely for purposes described herein.
4. Refrain from publishing or selling information obtained under this Agreement.
5. Transmit information obtained under this Agreement solely for purposes described herein.

### C. Process Server shall implement the following physical safeguards for child support information:

1. Secure and maintain any computer systems, hardware, software, applications, and data that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
2. Place equipment used to access and view child support information in areas closed to the public.
3. Restrict removal of confidential child support information from Authorized User's work location. In the event that confidential information is hand-carried by an individual in connection with a trip or in the course of daily activities within the boundaries of the Agreement, it must be kept with that individual and protected from unauthorized disclosure.

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