

FOR LEGAL PROCESS SERVICES

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County,” and ABC Legal Services, Inc., with a place of business at 633 Yesler Way, Seattle, WA 98104 hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (“RFP”) for providing Legal Process Services for the County; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Legal Process Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or his designee, hereinafter “Purchasing Agent.”
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review

of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance (E&O)	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation. If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws,

statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract, including its attachments, specifies the Contractual terms and conditions by which County will procure services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on the later of **May 06, 2013**, or upon Board of Supervisors approval, and shall effective ~~for one (1) year from that date~~ through and including May 5, 2015, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed, on an annual basis, by mutual written agreement of both Parties for ~~four (4)~~ **three (3)** additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation:** Compensation shall be paid to Contractor for its satisfactory performance under this Contract in accordance with Attachment B. Attachment B is attached hereto and incorporated by this reference.
5. **Precedence:** This Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among this Contract documents, the order of precedence

shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then attachments.

6. **Monetary Limit:** This Contract shall have a monetary limit of dollars \$350,000. Contractor shall notify the County Deputy Purchasing Agent in writing when the expenditures against this Contract reach seventy-five (75) percent of the dollar limit of this Contract. County shall not be responsible for any expenditure overruns and will not pay for work exceeding the monetary limit of the contract unless a change order to cover those costs has been approved by the Board of Supervisors.
7. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, this Contract will be terminated without the penalty. Contractor acknowledges that funding or portions of funding for this Contractor may also be contingent upon the receipt of funds from, and appropriation of funds by, the state of California to County. If such funding and appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
8. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
9. **County and Contractor Project Manager:** County shall appoint a project manager, (hereinafter to refer to as “County Project Manager”) liaison between County and Contractor during the term of this Contract. The Project Manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager (hereinafter referred to as “Contractor Project Manager”) to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. Contractor’s Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s project manager. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s project manager from providing services to County under this Contract. County’s Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County’s Project Manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor’s Project Manager from providing services to County under this Contract.
10. **Price Increase/Decrease:** Contractor agrees that no price increases will be passed along to County during the term of this Contract. All price decreases will automatically be extended to County. County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. Adjustments increasing Contractor’s profit will not be allowed.
11. **Contractor’s Expense:** Contractor shall be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. County will not provide free parking for any service in County Civic Center.

12. **Parking for Delivery Services:** County of Orange will not provide free parking for delivery services.
13. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. County's Project Manager and Contractor's Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Contract. If requested, Contractor's Project Manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
14. **County of Orange Child Support Enforcement Requirements:** In order to comply with the child support enforcement requirements of County, within ten days of notification of selection of award of this Contract but prior to official award of this Contract, Contractor agrees to furnish the required Contractor data and certifications to County agency/department deputy purchasing agent. Failure of Contractor to timely submit the data and certifications required may result in this Contract being awarded to another Contractor. In the event this Contract has been issued, failure of Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Contract. Failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of this Contract.
15. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.
16. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time. Each individual contract executed by a County agency/department and Contractor shall clearly set forth the name and address for notices. The names and addresses for Contract MA-027-13011454982 shall be as follows:

For Contractor:

ABC Legal Services, Inc.
633 Yesler Way
Seattle, WA 98104
Attn: Reid McNair
(800) 232-8854
(800) 786-4011

For County:

County of Orange
Department of Child Support Services
1055 N Main Street
Santa Ana, CA 92701
Attn: Araceli Perez
Deputy Purchasing Agent
(714) 347-8927
(714) 347-8900 Fax

17. **Incorporation:** Attachments A through C, Exhibits I, II, III, and IV (Blank Child Support Enforcement Certification Requirements Form, Blank Contractor Security Awareness Training Statement, Blank Contractor Confidentiality Statement and Blank E-Process Server Agreement) are attached hereto and hereby incorporated by reference and made a part of this Contract.
18. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and commodities requested, as needed by County of Orange, at prices listed in this Contract, regardless of quantity requested.
19. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
20. **Contractor’s Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from County. Storage of records in another county will require written approval from.
21. **Audits/Inspections:** Contractor agrees to permit County’s Auditor-controller or the Auditor-Controller authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and audit will be confined to those matters connected with the performance of this Contract including, but not limited to, the costs of administering this Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor’s records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any sub Contractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor’s records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County’s project manager.

22. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
23. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

24. **Debarment:** Contractor certifies that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation by any Federal department or agency. Contractor acknowledges that debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in termination of this Contract.
25. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless, County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of this Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this contract. County of Orange may authorize the loading of this Contract into an electronic commerce system.

Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to County lead agency.

26. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

ABC Legal Services, Inc.*

Print Name Title

Signature Date

Print Name Title

Signature Date

County Of Orange

A political subdivision of the State of California

Print Name Title

Signature Date

APPROVED AS TO FORM:
Office of County Counsel
County of Orange, California

By: _____ John H. Abbott, Deputy

*If a corporation, the document must be signed by two specific corporate officers. The first signature must be either the (1) Chairman of the Board, (2) President, or any (3) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurers. In the alternative, a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

ATTACHMENT A SCOPE OF WORK

Background: The Department of Child Support Services hereinafter referred to as County enhances the quality of life for children and families by establishing and enforcing court orders for the financial and medical support of children. As a standard business practice, County contracts for legal process services to personally serve legal documents.

County's goal is to maximize the number of personal serves, limiting substitute serves. Contractor is encouraged to utilize methods that may include, but not be limited to: photograph of person served included with proof of service; signature of person served or other proof of identity; other business practices designed to increase the accuracy and reliability of services, and participation by the non custodial parent. County currently employs a practice of notifying all defendants by mail of pending legal action. This process permits the defendant to voluntarily accept service at County's office. If defendant fails to appear within the specified time period, a second notice of pending legal action is sent requesting that defendant come to County to accept service. Approximately 30% of defendants so notified voluntarily accept service; those defendants who do not voluntarily appear after notice; are submitted to Contractor for field service. County reserves the right to use alternative means of serving process, as it deems necessary.

Definitions:

- A. Drop Serve:** If the individual refuses to accept services, flees, closes the door, etc., and the individual has been positively identified as the person to be served, documents may be "drop" served.
- B. E-Filing:** A system which allows the electronic submission of legal documents to courts or other entities for filing.
- C. E-Delivery:** A system which allows the electronic transmission of legal documents between the Contractor, County or other entities.
- C. Proof of Service:** is a document that states the facts in regards to service. It also contains the diligence which is supporting facts of the service.
- D. Service Packet:** One service package consists of the following documents: Summons Complaint, Income and Expense Declaration, health Insurance Information Form, Answer to Governmental Complaint and Child Support Handbook, and other documents as required by the Court.

Scope of Work:

Contractor shall provide Civil and Legal Process Services, including but not limited to documents entitled: Summons and Complaint; Summons and Petition; Order to Show Cause in Re: Contempt; Registration of Foreign Support Order; Subpoenas; Expedited Process; Judgment Debtor Exam, Judgment; Court Order after Hearing; Wage Assignments; Guardian Ad Litum; Plaintiff's Claim and Order of Defendant; Court Order to Appear for Financial Evaluation; Notice of Hearing; Petition for Order of Payment of Costs; Instructions for Court; etc.

Services shall meet all legal requirements for the service of process. The following code sections pertaining to County are relevant to this Contract. Some are included for informational purposes only; and some are set forth requirements that shall be adhered to by Contractor. This list is presented as a guide for Contractor and is not to be considered by Contractor as all-inclusive:

Penal Code	243.6, 470
Business and Professions Code	22350-22360
Federal Code of Federal Reg.	32 C.F.R. 720.20
Military and Veterans' Code	390
Code of Civil Procedure	262.2, 412.10-417.40, 487.020, 491.10, 680.330, 687.040, 687.050, 706.108, 708.110, 708.120, 715.040, 1011, 1013, 1013a, 1018, 1073, 1987, 2020(f)
Welfare and Institutions Code	903, 903.1, 903.45

Contractor shall perform services of process to all counties within Southern California, including but not limited to, Orange, San Diego, Riverside, San Bernardino and Los Angeles.

I. Contractor Requirements:

1. Contractor and its employees shall be experienced, professional, registered, bonded and insured California (or local jurisdiction) registered process servers (or exempt from registration: Business & Professional Code 22350-22360) and possess all valid licenses and insurance (s) required. Contractor shall maintain a file of required insurance, licenses and credentials for business entity and for all subject employees which is current at all times and accessible to County for inspection.
2. Contractor shall provide the minimum insurance requirements within three (3) days of a formal request from Deputy Purchasing Agent, copies of business licenses, bond certificates and required insurance documents.
3. Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract.
4. Contractor's employees assigned to this project shall meet character standards as demonstrated by background investigation or reference checks. *(Background investigations and reference checks shall be completed by Contractor at Contractor's expense. Background checks done as part of the process server licensing requirement will be acceptable)*
5. Any Contractor employee or agent who drives a vehicle in performance of this Contract shall have a valid California Driver's License for that vehicle class.
6. Contractor shall provide, at its own expense, all labor, materials, equipment, insurance coverage, vehicles, permits, and licenses (where applicable) to provide the services specified at the prices quoted.
7. Contractor shall secure confidentiality and integrity for all County's documents. No information concerning parties or persons named in such documents shall be released except as necessary in the performance of Contractor's duties and as necessary to effect service.
8. Contractor shall have the capability to communicate via e-mail and provide a toll-free telephone number for County's day - to - day operations communication with Contractor.
9. Comply with all Rules of the Court.
10. Contractor may be required to establish a Child Support Enforcement compliant computer system readily available at time of submittal of proposal, with separate CSS databases suitable to provide data transfers pursuant to protocol established between County and Contractor (Electronic Data

Interface, also known as E-filing).

11. In the event of a change in law that reduces the time permitted for service of process, Contractor agrees to serve documents as required under the new law.
12. All subcontractors working under this Contract for Contractor shall be subject to the same terms and conditions applicable to Contractor under this Contract, and Contractor shall be liable for the subcontractor's acts and acts or omissions.

II. Service Package Pickup (Non-E-Filing)

1. Contractor shall pick up "Service Package" consisting of documents for service with subject identity and location sheet from County at 1055 N. Main Street, Santa Ana, CA. Pick up shall be daily at times mutually agreed upon by County and Contractor.
2. Documents picked up from County shall be picked up and transported in a container, at all times.
3. Contractor shall provide County with confirmation of the documents received daily.
4. Pickup schedule shall be subject to change as dictated by the needs of County. Specific times for pickup and delivery at each address shall be designated, in writing, prior to Contract commencement date and may be amended in writing as agreed between County and Contractor.
5. Contractor shall not pickup and deliver Service Packages to County on County recognized holidays. This does not preclude Contractor from serving process on these holidays. Contractor shall be provided with a list of County holidays.
6. Contractor may on occasion be required to make copies of documents. (Vendor may be required to make more copies/printouts if we submit forms electronically)
7. Arrangements for special time frames or special handling of individual cases shall be coordinated by County's Project Manager and Contractor Project Manager.

III. E-Filing/Technological Requirements

If County chooses to move forward with E-Filing, Contractor shall:

1. Be required to complete the LCSA/Process Server agreement form, Exhibit IV, E-Processing Agreement.
2. Be required to transfer files from state e-file system within fourteen (14) calendar days.
3. Be required to print, sort, and assemble packets. County will train successful Contractor in the proper assembly of e-delivered packet.
4. Have high quality, high volume printers, and copiers.
5. Have Internet access with ability to download files from a password protected HTTPS server.
6. Have adequate computer hardware and software resources that include a secure database program which can store and track service of process activity, documents, non-deliverable and "bad" addresses.

7. Have e-mail communication capability so that County staff can receive inquiries and forward queries regarding the status of specific service of process. The Contractor shall respond to County inquiries within 24 hours.
8. Contractor shall have and maintain secure database that is updated daily. The secure database must document the current status of service of process for each packet and include the ability to view Adobe PDF formatted files of Proofs of Service and Declarations. The secure website must be searchable at a minimum by name or case reference number.
9. If Contractor does not have office coverage during normal business hours (8 a.m. to 5 p.m.), Contractor shall be reachable by cell phone or email during normal business hours.

IV. Additional Services

1. Priority Process Service:

Only documents identified by County as "Priority" shall be processed as follows:

- Contractor shall attempt service within twenty-four (24) hours of receipt of document marked "Priority".
- Proof of Service shall be returned to County at least seven (7) business days prior to the related hearing date.
- "Priority" documents shall be picked up/transmitted daily or may be faxed directly to Contractor.

2. Investigative Services:

Contractor may be required to investigate certain cases that may include but not limited to stake outs, in-field locate services, and surveillance. For those instances County shall compensate Contractor on an hourly rate. Contractor shall obtain prior approval from County Project Manager prior to providing Investigative Services.

3. Wait time:

County may request Contractor to serve a document in a location that may require Contractor to wait for the individual to be served.

V. Attempts to Serve Process

1. Contractor shall maximize successful process service, including attempts at different times of day or night and different days of the week. Attempted services shall be performed in a manner that, if described by others, could not be considered harassment.
2. Service shall consist of personal service (i.e. delivery by hand to named person(s)) or substitute service.
3. Contractor shall not "drop serve" documents.
4. Some documents may require personal service. For those documents, substitute service shall not be acceptable. Where substitute service is authorized, Contractor shall comply with reasonable diligence requirements (California Code of Civil Procedure (CCP) 415.20) before proceeding with substitute service. For every substitute service, Contractor shall comply with all formal requirements, including, but not limited to: (a) mailing a copy of the papers served, through the U.S. Postal Service

(U.S.P.S) to the address where papers were substitute served, Contractor shall comply within ten (10) days of substitute service; and (b) completing the Proof of Service, Declaration of Due Diligence and Affidavit of Mailing.

5. For Service Packages containing a business and home/residence address for individual to be served, Contractor may sub-serve business address after three (3) attempts have been made at home/residence address as set forth herein:

A. Residence Address and/or Business Address

1. Contractor shall make three (3) attempts and meet due diligence requirements prior to any substitute service. Due diligence requirements include at least one (1) attempted service prior to 7:00 a.m., at least one (1) attempted service after 5:00 p.m., and at least one (1) attempted service between the hours of 8:00 a.m. and 5:00 p.m.. For Service Packages with only a business address, Contractor may make substituted service on the first (1st) attempt, only if the business will not allow Contractor to perform a personal service. In this instance, Contractor may make a substituted service on the first (1st) attempt and is not required to conform to due diligence requirements related to residence address. Time frames specified are subject to change due to Court or County requirements.
2. Contractor shall make the first (1st) service attempt within three (3) business days or five (5) calendars days of receipt of Service Package (for service within Orange County and the four surrounding counties). Contractor shall make first (1st) service attempt within five (5) business days or seven (7) calendars days of receipt of Service Package (for service outside of the four surrounding counties). Contractor shall continue attempts at service until: (a) documents are served in the prescribed manner; (b) time for service has expired, or (c) Contractor has determined that further attempts at service at addresses supplied by County or obtained by Contractor would be futile. Contractor shall provide an updated status report every thirty (30) days for documents, including the time, date, and place (home or business address), where attempts are still being made.

VI. Non - Service

1. Contractor shall provide County with a declaration of attempts on all unsuccessful services. Each service attempt with all pertinent information documented, including the time, date, and place (home or business address), where attempt was made.
2. Contractor shall provide phone calls, names of individuals contacted or any other information that documents the unsuccessful attempt.
3. In the event County cancels a request for service of process prior to Contractor making a first attempt at service, documents shall be returned to County.

VII. In Field Locate Services on Bad Addresses:

1. Contractor shall assist, as needed, in the address location search. If Contractor locates and effectively serves a subject at an address different that the address provided by County, Contractor shall provide complete documentation as to how the address was obtained and such documentation shall accompany a Proof of Service.

VIII. Proof of Service and Delivery to County

1. Contractor shall fully document all attempts, whether or not successful service occurs.

Documentation shall include date, time, place, and manner in which a party was located, and any other pertinent information. Contractor shall return documentation to County with all other documents at the time of completion for each case.

There may be some instances, where there may be more than one (1) individual served at the same address. Contractor must return proofs of service for all individuals served. (Please note discount in Attachment B, Cost/Payment Terms).

2. Within five (5) business days of terminating attempts at service, Contractor shall, return the unserved documents to County, or, within five (5) business days of successful service, provide to County, Proof of Service (and Declaration of Due Diligence for substitute service). County shall file completed Return of Service with appropriate court.
3. Contractor shall have a mechanism of reporting real-time status of each outstanding case to County from the time Contractor has County documents in its possession. Status shall be reported in a format agreeable to County. Status shall be available within five (5) days of Contractor picking up documents, in a format agreeable to County.
4. Contractor shall keep a record of all Service Packages, successful and unsuccessful services served, for a minimum of three (3) years.
5. County account number for each individual/defendant shall appear on all Contractor forms, proofs of service, reports, invoice(s), and all other correspondence regarding requested case.
6. Whenever possible, Contractor shall obtain signatures and other proof of identity for all served individuals' as part of County Service Package.
7. Documents to be served to an un-emancipated minor shall be served on, and signed by, minor's legal guardian.
8. In event that a party served pursuant to this Contract denies having been served, Contractor shall at no additional cost to County, have process server or other competent witness available to: (a) discuss case with County; (b) sign necessary declarations or affidavits; or (c) testify at court hearings or depositions without need for subpoena duces tecum.
9. Documents shall be either hand delivered to County or by Fed-ex or comparable overnight mail service. If Contractor chooses to use an overnight mail service to deliver documents to County, it shall be at no additional cost to County. Delivery method shall be mutually agreed upon by County and Contractor.
10. Proof of Service format has to conform to the Judicial Council Forms.
11. Contractor must verify proof of service for accuracy and compliance prior to forwarding to County.
12. County may request corrections on Proof of Service. Contractor shall provide corrections within four (4) business days.

IX. Quality Assurance Requirements

1. Contractor shall maintain a log, database, or other records to track individual cases. Such records shall be maintained for a period of three (3) years.
2. Contractor shall tightly control time intervals of when legal papers are picked up from County, when process is served and when forms are returned to County.

3. Contractor shall maintain and provide access to database with real-time case status information for child support cases shall include up-to-date status on individual cases, including but not limited to, the date each Service Package was received, date (s) of attempted service, service results, and type of service performed, (i.e., personal service or substitute service). Contractor shall be expected to provide a continually updated database to County and train staff on the tracking and status process utilized by Contractor.

X. Quality Control Requirements and Reports

(The Orange County Superior Court recommends quality control procedures for child support services' legal process service. The following quality control procedures meet the court's recommendations)

- A. Contractor shall maintain a quality control process that shall consist of actual field and/or telephone verification of an agreed upon percentage of randomly selected cases. Contractor shall provide County with a log of the results of this quality control process monthly.
- B. Any unusual patterns of service or irregularities in service shall be reported promptly to County.
- C. Contractor shall notify the County of anticipated changes by Contractor which could impact service levels no later than forty-five (45) days prior to the change.
- D. Contractor shall provide a monthly report, in a format to be agreed upon, that lists successful serves by process server, broken down by personal and substitute services, listing the unsuccessful attempts at service, the reasons the attempts were unsuccessful and the number of pending (outstanding) services

XI. Funding Source Requirements:

The State of California Department of Child Support Services serves as the funding source for County. Changes to child support processes may be mandated by the state requiring modification to this Contract during the course of this Contract's period. Contractor shall be required to comply with all mandated changes.

ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. **Compensation:** This is a fixed price Contract between County and Contractor for Legal Process Services as provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with Paragraphs C and R of the General Terms and Conditions.
2. **Contractor's Expense:** Contractor shall be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in the County Civic Center.
3. **Payment Terms:** Invoices are to be submitted monthly and in arrears to the address specified below. Contractor shall reference Contract number on invoice. Payment shall be net 30 calendar days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor. Billing shall cover services not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **Payment/Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for services rendered. Based on the large volume of services Contractor shall provide a monthly invoice that includes all the services completed for that month. Each invoice shall have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. Name of County agency/department
4. Contract number
5. Each individual service completed

Each service listed on the invoice shall include the following information:

1. Case Number/Name of Person Served
2. Date Person Served
3. Description of Service & Cost of Service in accordance to County Pricing Schedule
4. Total

Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

Orange County Department of Child Support Services
P.O. Box 22099
Santa Ana, CA 92702

5. Payment Schedule:

Contractor agrees to accept the specified compensation, as set forth herein in this Contract, as full remuneration for performing all services and furnishing all staffing and materials required. This fee shall include all services and incidentals, including but not limited to, insurance, reports and postage unless itemized under additional charges.

A. Standard Service (one flat fee)	Successful Service (Personal Serve/Substituted Service)	Unsuccessful Service (Bad Address or unable to locate or sub- serve individual)	Locate Services (In field locate to verify a bad address)	If rate is different for E-Filing
1. Within Orange County (throughout County of Orange)	\$45.00	\$30.00	\$30.00	Same
2. Four Surrounding Counties (Los Angeles, Riverside, San Diego, San Bernardino)	\$45.00	\$30.00	\$30.00	Same
3. All other California Counties (Anything not listed above)	\$60.00	\$45.00	\$45.00	Same
4. National – (States outside California)	\$85.00	\$85.00	\$85.00	Same
5. Priority Service Orange County (throughout County of Orange)	\$75.00	\$50.00	\$50.00	Same
6. Priority/Rush Service for the Four Surrounding Counties (Los Angeles, Riverside, San Diego, San Bernardino)	\$75.00	\$50.00	\$50.00	Same
7. Priority/Rush Service for all other California Counties (Anything not listed above)	\$85.00	\$60.00	\$60.00	Same

PRICING – ADDITIONAL SERVICES

<input type="checkbox"/>	<p><u>INTERNATIONAL:</u> Hague Convention Countries <u>\$ 450.00</u></p>
<input type="checkbox"/>	<p><u>INTERNATIONAL:</u> Non-Member Countries <u>\$ 1,950.00</u></p>
<input type="checkbox"/>	<p><u>INVESTIGATIVE SERVICES:</u> Contractor may be required to investigate certain cases that may include but not limited to stake outs, infield locate services, and surveillance. For those instances County shall compensate Contractor on an hourly rate. Contractor shall obtain prior approval from County prior to providing Investigative Services. <u>\$ 75.00 per hour</u></p>
<input type="checkbox"/>	<p><u>MULTIPLE DEFENDANTS / ADULT – GUARDIAN – MINOR:</u> County provides Contractor with documents to serve more than one person at the same address. <u>\$ Regular Rates</u></p>
<input type="checkbox"/>	<p><u>MULTIPLE DOCUMENTS:</u> County provides multiple documents to be served on the same Defendant. Any rate proposed here is for multiple documents that are served on the same date, same time and same location by the same process server. <u>\$ 0.00</u></p>
<input type="checkbox"/>	<p><u>SERVICE CANCELLATION:</u> County cancels service of process prior Contractor making first attempt at service, documents shall be returned to County. <u>\$ 12.50</u></p>
<input type="checkbox"/>	<p><u>SERVICE CANCELLATION:</u> County cancels service of process and if one or more attempts at service have been made at time of cancellation. <u>\$ Regular Rates</u></p>
<input type="checkbox"/>	<p><u>SPECIAL HANDLING:</u> Contractor is required in writing to perform specific/special task to effect service that would not ordinarily occur in the normal serving of process. (i.e., County requests that service be affected on a certain day at a certain time.) Copy of written request to be submitted with documents to County. <u>\$ Regular Rates</u></p>
<input type="checkbox"/>	<p><u>WAIT TIME SERVICE:</u> County requests through prior written instructions or approval a specific wait time prior to service. A fee, if charged, would be a one-time additional fee and not an hourly rate. Wait time, if necessary, must be documented in the field notes and submitted with copy of written approval attached to documents submitted to County. <u>\$ 75.00</u></p>

**ATTACHMENT C
INFORMATION SECURITY REQUIREMENTS**

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

In keeping with ISM and County requirements, Contractor shall agree to comply with the DCSS ISM and implement the following administrative, physical, and information security safeguards to ensure the integrity, security, and confidentiality of all County of Orange Department of Child Support Services (CSS) information, including but not limited to electronic files, data, paper documents and forms, for the term and length of this contract and while in possession of, maintaining, or accessing CSS information. The DCSS ISM and all revisions as the DCSS ISM is modified may be viewed at: <http://www.childsup.ca.gov/Portals/0/home/docs/InfoSecurityManual.pdf>

I. ADMINISTRATIVE SAFEGUARDS

Contractor shall:

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

Name and Title	Contact Information
<Insert name and title of contact.>	<Insert contact information.>
<Insert name and title of second contact.>	<Insert contact information of second contact.>

2. Notify CSS Contract Administrator in writing, either via e-mail or by U.S. postal mail as soon as practical of any changes to contact information provided.
3. In accordance with applicable law, obtain as a condition of employment a background investigation on any Contractor employee selected to perform services under the County agreement. The background investigation shall include criminal record checks, including records of any conviction in the U.S. or other relevant jurisdiction where the employee resides. Costs for background investigations will be borne by the Contractor.
4. Implement and maintain policies and procedures to ensure CSS information is used solely as provided for in this Contract and applicable California state laws. Policies and procedures shall be made available for CSS review upon request of CSS Contract Administrator.
5. Make information available only to its authorized personnel on a business “Need-To-Know” basis and only for the purposes authorized under this Contract. The term “Need-To-Know” refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in this Contract.

6. Notify CSS Contract Administrator via telephone of any information security breach involving CSS information accessed or obtained from CSS as soon as practical, but no more than five (5) business days of discovery; and submit an incident report via email to the CSS Contract Administrator. DCSS security incident report document shall be provided by CSS for use by Contractor.
7. Cooperate with CSS in any investigations of incidents involving CSS information. The Contractor will incur all costs resulting from any security or privacy breach of DCSS information.
8. Within 30 days of contract execution and thereafter annually, ensure all Contractor employees authorized to access CSS information receive Contractor provided security awareness training. Training shall consist of an approximately 30-minute training with content provided by CSS. Contractor may choose to utilize existing contractor security awareness training with prior CSS review and written approval. Contractor employees shall sign a CSS approved training statement upon completion of training. Contractor shall maintain signed training statements for a period of three (3) years and shall make signed statements available to CSS upon request.
9. Within 30 days of contract execution, and thereafter annually, ensure all Contractor employees authorized to access CSS information sign a CSS approved confidentiality statement. Contractor shall maintain signed confidentiality statements for the life of the contract and shall make signed confidentiality statements available to CSS upon request.
10. Ensure data access control programs consist of, at a minimum, unique individual User Identifier and user-selected passwords for each person for all systems accessing or storing CSS information. At a minimum, verification of manually keyed unique User Identifier and user-selected passwords shall be required for initiation of access to CSS information as described in this Contract.
11. Publication, selling, or disclosure of CSS information accessed or obtained under this contract without written consent from CSS is forbidden.

II. PHYSICAL SECURITY SAFEGUARDS

Contractor shall:

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

8. Ensure all confidential DCSS information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, cartridges, or removable hard drives is encrypted.

III. INFORMATION SECURITY SAFEGUARDS

Contractor shall:

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

EXHIBIT II

BLANK CONTRACTOR SECURITY AWARENESS TRAINING STATEMENT

I certify, that I received security awareness training addressing security measures and practices related to access, transmission, modification and use of Orange County Department of Child Support Services' information and data including, but not limited, to electronic files, data, paper documents and forms.

Name (Print)

Name (Signature)

Date

Contractor/Firm Name

EXHIBIT III

BLANK CONTRACTOR CONFIDENTIALITY STATEMENT

I certify that I am aware that County of Orange Department of Child Support information and data including, but not limited, to electronic files, data, paper documents and forms is considered confidential information and understand the penalties for unauthorized use and disclosure of such information under applicable state and federal law.

Name (Print)

Name (Signature)

Date

Contractor/Firm Name

EXHIBIT IV

BLANK E-PROCESS SERVER AGREEMENT

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E-PROCESS SERVER AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 20____, by _____ (LCSA) and _____ (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: _____

Telephone No.: _____

Email Address: _____

Process Server Coordinator Contact Information

Process Server Contact Name: _____

Telephone No.: _____

Email Address: _____

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

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

LCSA Authorized Representative: _____ Process Server Authorized Representative: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Phone Number: _____ Phone Number: _____

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.

CONFIDENTIALITY STATEMENT

DCSS 0593 (03/29/06)

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

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

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

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

READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW

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

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

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

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

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

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

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

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

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

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

PRINT FULL NAME_____
SIGNATURE_____
PRINT EMPLOYER'S FULL NAME_____
DATE

UNAX CERTIFICATION

DCSS 0570 (03/16/06)

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

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

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

Civil Liability

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

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

 PRINTED NAME

SIGNATURE

DATE

 DIVISION

SECTION