

**MA-027-18011714  
for  
Legal Process Services**

This Contract MA-027-18011714 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 Team Legal, Inc. with a place of business at 25876 The Old Road, Suite 314, Valencia, CA 91381-1711 hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Compensation and Fees/Payment Terms  
Exhibit I – Child Support Enforcement Form  
Exhibit II – E-Process Server Agreement

**RECITALS**

**WHEREAS**, Contractor and County are entering into this Contract for Legal Process Services under a firm fixed fee Contract; and

**WHEREAS**, County solicited Contract for Legal Process Services as set forth herein, and Contractor represented that it is qualified to provide Legal Process Services to the County as further set forth here; and

**WHEREAS**, Contractor agrees to provide Legal Process Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Proposed Fees for Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or 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 "Z" below, and as more fully described in paragraph "Z", 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 "Z" 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:** 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 penalties pursuant to Section 1741 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 obligation.

- 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. **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.
- N. **Performance Warranty:** Contractor shall warrant 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, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by sub-contractors.
- O. **Insurance Requirements:** 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
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 \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims made

### **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 CGCG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using form CG 20 01 04 13, or a form at least as broad 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.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide a blanket coverage, which shall state **AS REQUIRED BY WRITTEN CONTRACT**.

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

Contractor shall notify County in writing thirty (30) days of any policy cancellation and 10 days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and/or Network Security & Privacy Liability are "claims made" policy(ies), Contractor shall agree to maintain coverage for two years following the completion of the 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.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **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 execute an assignment of contract pursuant to which the new owners will assume Contractor's duties and obligations set forth in this Contract and complete them to the satisfaction of the County.

County reserve the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

- R. **Force Majeure:** Contractor shall not be deemed in breach 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.
- S. **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.
- T. **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 "Z" 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.
- U. *Intentionally left blank*
- V. **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.
- W. **Attorney Fees:** In any action or proceeding between Contractor and County 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.
- X. **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.
- Y. **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.
- Z. **Indemnification:** 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.

- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the 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/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three 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 the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

**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 **July 1, 2018** and upon Board of Supervisors approval, and shall effective through June 30, 2021, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties and upon County of Orange Board of Supervisors approval for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew.
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. **Monetary Limit:** This Contract shall have a monetary limit of \$1,125,000 with individual maximum obligation budgets for each fiscal year in the amount not to exceed \$375,000.

6. **Adjustments-Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior approval of the County assigned Deputy Purchasing Agent.
7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
8. **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 identifications, age, religion, marital status, sex or disability.
9. **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.
10. **Conflict of Interest:** County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.  
  
The Contractor’s Project Manager shall be assigned to this Project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The 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. The County’s Project Manager shall notify Contractor in writing of such action. The Contractor shall accomplish the removal within five (5) business days after written notice by County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement Project Manager. The County is not required to provide additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.
12. **Contractor Personnel – Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
13. **Contractor’s Expense:** Contractor shall be responsible for all costs related to photocopying, 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.



14. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
15. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities 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. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the 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. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

16. **County of Orange Child Support Enforcement Requirements:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
17. **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.
18. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
19. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the

parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

20. **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.
21. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or

2. The Contractor violates the certification by failing to carry out the requirements as noted above.

22. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

23. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
24. **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.

25. **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.
26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
27. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:  
 Team Legal, Inc.  
 Attn: Sean O'Connell  
 25876 The Old Road, Suite 314  
 Valencia, CA 91381-1711

County:  
 Department of Child Support Services  
 1055 N. Main St.  
 Santa Ana, CA 92701  
 Assigned DPA: Araceli Perez

28. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the 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 the exhibits and attachments.
29. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
30. **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.

**SIGNATURE PAGE**

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

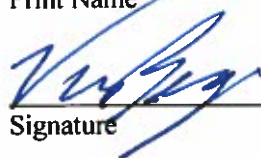
**Team Legal, Inc. \***

VINCENT BATZA

PRESIDENT

Print Name

Title



4/23/2018

Signature

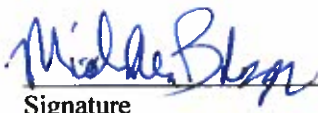
Date

MICHELLE BATZA

CHIEF FINANCIAL OFFICER

Print Name

Title



4/23/2018

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



Wendy Phillips, Deputy County Counsel

Date

4/25/18

\*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:** A term of art in the industry for when an individual refuses to accept services, flees, closes the door, etc., but where the individual has been positively identified as the person to be served, so the documents are left at the location where the individual was located.
- 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.
- D. **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.
- E. **Service Packet:** A 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 as required by Department of Child Support Services, including but not limited to the following documents: Summons and Complaint; Summons and Petition; Order to Show Cause in Re: Contempt; Registration of Foreign Support Order; Subpoenas; Judgment Debtor Exam; Judgment; Court Order after Hearing; 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.

Contractor's 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 (Contractor is expected to be independently familiar with the legal requirements

for service of process of various legal documents) 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 service of process nationwide (all states and internationally) with the majority services being performed in the following Counties 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 agree to and abide by all provisions of the E-Process Server Agreement in Exhibit II.
3. Contractor shall have existing adequate personnel capable to perform the services as required herein.
4. 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.
5. 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.
6. 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)*
7. 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.
8. 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.
9. 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.
10. 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. Contractor shall respond to all County inquiries within 24 hours.

11. If Contractor does not have office coverage during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.), Contractor shall be reachable by cell phone or email during normal business hours.
12. Comply with all Rules of the Court.
13. Contractor may be required to establish a Child Support Enforcement compliant computer system readily available at time of submittal of proposal, with separate County databases suitable to provide data transfers pursuant to protocol established between County and Contractor. Contractor shall provide training to County on how to use system.
14. 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.
15. 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. E-Process Server -Technological Requirements**

E-Process is the primary method used by County.

The Contractor shall:

1. Complete the E-Process Server Agreement form, Exhibit II, E-Processing Agreement which is comprised of Confidentiality Statement and UNAX Certification.
2. Transfer files from state e-process server system within seven (7) calendar days upon initial set-up, and within 24 hours thereafter. Specific scheduled times and the transferring of files are subject to change as dictated by the needs of the County.
3. Print, sort, and assemble packets with an estimated volume of approximately, but not limited to 600 packets a month.
4. Ensure all required state forms are included in the packet and in designated order. (County shall train successful Contractor in the proper assembly of e-delivered packet.)
5. Have high quality, high volume printers, and copiers.
6. Have Internet access with ability to download files from a password protected HTTPS server.
7. 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.
8. Have and maintain secure a database that is updated daily and provides real- time status of service of process for each packet no later than 24 hours after documents were electronically transmitted. It shall include the ability to view Adobe PDF formatted files of Proofs of Service and Declarations by the County. The secure database shall be searchable at a minimum by name or case reference number and shall also have the capability to run reports. In addition, the capability to provide tracking of service attempts and making them available to the County.

## **III. Service Package Pickup**

E-Process Server is the primary method used by County.



1. Only when requested by County, 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 schedule shall be subject to change as dictated by the needs of the County.
2. Documents picked up from County shall be picked up and transported in a locked container, at all times, to protect them from disclosure without an authorized purpose.
3. Contractor shall provide County with confirmation of the documents received daily by updating their real time database no later than 24 hours after documents were picked up from the County.
4. 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 will be provided with a list of County holidays.
5. Contractor may on occasion be required to make copies of documents if additional copies/printouts are required for service.
6. Arrangements for special time frames or special handling of individual cases shall be coordinated by County’s Project Manager and Contractor Project Manager.

#### **IV. Additional Services**

##### **1. Priority Process Service:**

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 be 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 service 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 (more fully defined below) have been made at home/residence address as set forth herein:
  - a. **Residence Address:** Contractor shall make three (3) attempts and meet due diligence requirements prior to 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. Said attempts shall be made on different calendar dates in the event the first attempt does not result in successful personal service.
  - b. **Business Address Only:** For Service Packages with only a business address, Contractor may make substituted service on the first (1<sup>st</sup>) attempt, only if business will not allow Contractor to perform a personal service. In this instance, Contractor may make substituted service on first (1<sup>st</sup>) attempt and is not required to conform to due diligence requirements related to residence address.
  - c. Contractor shall make first (1<sup>st</sup>) 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 – Los Angeles, Riverside, San Bernardino or San Diego). Contractor shall make first (1<sup>st</sup>) service attempt within five (5) business days or seven (7) calendars days of receipt of Service Package (for service outside of Orange County or the four surrounding counties). Contractor shall continue attempts at service until: (a) documents are served in 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 where service 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.

## **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 than 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 (Proof of Service (and declaration of Due Diligence for substitute service) or Declaration of Non-Service (DONS)) to County 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.

2. Within seven (7) business days of terminating attempts at service, Contractor shall provide County with a Declaration of Non-Service (DONS) for services that were not successful and destroy and dispose unserved documents in accordance with IRS Publication 1075, or, within seven (7) 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 the capability to electronically submit (E-File) Proof of Service in the event Orange County Superior Court allows County to transmit documents to the courts via E-filing.
4. 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 24 hours of Contractor picking up documents or electronically submitted by County, in a format agreeable to County.
5. Contractor shall keep a record of all Service Packages, successful and unsuccessful, for a minimum of three (3) years.
6. 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.
7. Whenever possible, Contractor shall obtain signatures and other proof of identity for all served individuals as part of County Service Package.
8. Documents to be served to an un-emancipated minor shall be served on, and signed by, minor's legal guardian.
9. 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.
10. 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. The frequency of delivery shall be dictated by the needs of the County.
11. Proof of Service format has to conform to the Judicial Council Forms.
12. Contractor must verify proof of service for accuracy and compliance prior to forwarding to County.
13. 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 strictly 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)*

1. 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.
2. Any unusual patterns of service or irregularities in service shall be reported promptly to County.
3. 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.
4. 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. The frequency of the report and the elements contained therein are subject to change as dictated by the needs of the County.

## **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 COMPENSATION AND FEES/PAYMENT TERMS

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. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **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.
5. **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.
6. **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

7. **Payment Electronic Funds Transfer (EFT):** The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the agency/department representative listed in the Contract.

8. **Fees/Pricing 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.

<b>A. Standard Service</b>	<b>Successful Service</b> (Personal Serve/Substituted Service)	<b>Unsuccessful Service</b> (Bad Address or unable to locate or sub-serve individual)	<b>Locate Services</b> (In field locate to verify a bad address)	<b>E-Filing (If rate is different)</b>
<b>1. Within Orange County</b> (throughout County of Orange)	\$38.50	\$34.50	\$22.50	same
<b>2. Four Surrounding Counties</b> (Los Angeles, Riverside, San Diego, San Bernardino)	\$38.50	\$34.50	\$22.50	same
<b>3. All other California Counties</b> (Anything not listed above)	\$60.00	\$45.00	\$25.00	same
<b>4. National</b> – (States outside California)	\$85.00	\$85.00	\$50.00	same
<b>5. Priority/Rush Service Orange County</b> (throughout County of Orange County)	\$60.00	\$45.00	\$22.50	same
<b>6. Priority/Rush Service for the Four Surrounding Counties</b> (Los Angeles, Riverside, San Diego, San Bernardino)	\$60.00	\$45.00	\$22.50	same

<b>7. Priority/Rush Service for all other California Counties</b> (Anything not listed above)	\$80.00	\$60.00	\$25.00	same
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### ADDITIONAL SERVICES

**INTERNATIONAL:** Hague Convention Countries

\$ per quote basis

**INTERNATIONAL:** Non-Member Countries

\$ per quote basis

**INVESTIGATIVE SERVICES:** 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.

\$ 50.00

**MULTIPLE DEFENDANTS / ADULT – GUARDIAN – MINOR:** County provides Contractor with documents to serve more than one person at the same address.

\$ Regular Rates

**MULTIPLE DOCUMENTS:** 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.

\$ 0.00

**SERVICE CANCELLATION:** If applicable, provide cost if County cancels service of process prior Contractor making first attempt at service.

\$ 0.00

**SERVICE CANCELLATION:** County cancels service of process and if one or more attempts at service have been made at time of cancellation.

\$ Regular Rates

**SPECIAL HANDLING:** 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.

\$ 25.00

**WAIT TIME SERVICE:** 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.

\$ 50.00

**EXHIBIT I****COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

This data shall be transmitted to governmental agencies charged with the establishment and enforcement of child support order and for no other purposes and shall be held confidential by those agencies.

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence

address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_

(Additional sheets may be used if necessary)



**EXHIBIT II**

**BLANK E-PROCESS SERVER AGREEMENT**

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**E-PROCESS SERVER AGREEMENT**

DCSS 0646 (01/17/13)

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_ (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 \_\_\_\_\_