

DELIVERED MAR 18 2014

CONTRACT NUMBER	
14-015	CSS
COUNTY ORIGINAL	

STANDARD FORM PERSONAL SERVICES CONTRACT
COUNTY OF TRINITY
AND
Calserve, Inc.

THIS AGREEMENT is made and entered into this 1st day of March 2014, by and between the COUNTY OF TRINITY, hereinafter referred to as "County," and Calserve, Inc., hereinafter referred to as "Contractor".

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services:

To serve legal documents sent by our local child support service for the purposes of this agreement "service" means the delivery or attempted delivery of legal documents in the manner prescribed by law, and "legal documents" includes, but is not limited to: Summons and Complaints, Orders to Show Cause in re Contempt and for Modification (Seek Work), Subpoenas and Subpoenas Duces Tecums, Writs of Execution, Levies, and attachments; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this contract or services but have not been included in the scope of the services listed in Paragraph I above and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.

B. Services of the same nature as provided herein which are required as a result of events unforeseen on the date of this contract.

III. COUNTY FURNISHED SERVICES: The County agrees to:

A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.

B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services rendered by Contractor and as set forth in Exhibit "A".

C. Make available all pertinent data and records for review.

IV. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of this contract.

V. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$5,000.00, including direct non-salary expenses.

VI. PAYMENT: The fees for services under this Contract shall be due within 60 calendar days after receipt by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit "B".

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to contractor.

VII. INSURANCE: The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000. Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The Contractor shall be required to carry professional liability coverage in the amount of \$1,000,000.

The County shall be named as an *Additional Insured* on all of the policies. The Certificate Holder and Additional Insured should read as follows:

Trinity County
P O Box 1613
Weaverville, CA 96093

The insurer shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance to County prior to commencement of work, and said certificate and endorsement shall provide for 30 day advance notice to County of any termination or reduction in coverage.

VIII. WORKER'S COMPENSATION: The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract. A copy of the certificates evidencing such insurance shall be provided to County prior to commencement of work.

IX. NONDISCRIMINATORY EMPLOYMENT: In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

X. INTEREST OF PUBLIC OFFICIALS: No officer, agent, or employee of the County, in a position of making decisions on behalf of the County relating to this contract, during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

XI. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.

XII. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

XIII. BOOKS OF RECORD AND AUDIT PROVISION: Contractor shall maintain on a current basis complete books and records relating to this contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any audit may

be conducted on Contractor's premises or, at County's option; Contractor shall provide all books and records within a maximum of 15 days upon receipt of written notice from County. Contractor shall refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

XIV. TERM OF AGREEMENT: This Agreement shall commence on March 1, 2014 and shall terminate on March 1, 2015.

XV. CONFIDENTIALITY: All information and records obtained in the course of providing services under this agreement shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

XVI. TITLE: It is understood that any and all documents, information, computer disk, and reports concerning this project prepared by and/or submitted to the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing, computer disk, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.

XVII. TERMINATION:

A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to the party involved.

B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.

D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

XVIII. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.

XIX. AMENDMENT: This Contract may be amended or modified only by written agreement of all parties.

XX. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

XXI. JURISDICTION AND VENUE: This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Trinity County, California.

XXII. INDEMNIFICATION: Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

XXIII. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.

*Contractor shall execute the Health Insurance Portability and Accountability Act Supplement attached to this contract as **Exhibit C**, which is hereby incorporated by reference. Contractor will also execute the Security Provisions outlined by the state regarding privacy & security provisions attached to this contract as **Exhibit D***

XXIV. ATTORNEY'S FEES: If any party hereto employs an attorney for the purpose of enforcing or construing this Agreement, or any judgment based on this Agreement, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

XXV. NOTICES: Notices to terminate, change or otherwise provide notice as provided in the contract shall be given to County at the following location:

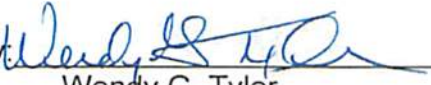
Trinity County Department of Child Support Services
PO Box 489
850 B Main St.
Weaverville, CA 96093

Notices shall be given to Contractor at the following address:


Jay Jakar, President
Calserve, Inc.
PO Box 39607
Los Angeles, CA 90039

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

COUNTY OF TRINITY:

By: 
Wendy G. Tyler
County Administrative Officer

CONTRACTOR:

By: 
Name: Jay Jakar
Tax ID: 20-3198236
Telephone: 888-757-8909



APPROVED AS TO FORM	14-015	
	INITIAL	DATE
CC		2/10/14
AUD		2/26/14
CAO	WT	2/28/14

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

- A. Pursuant to the terms and conditions of this agreement, Contractor shall be responsible for the service of legal documents as required by Department of Child Support Services (DCSS). For the purposes of this agreement "service" means the delivery or attempted delivery of legal documents in the manner prescribed by law, and "legal documents" includes, but is not limited to: Summons and Complaints, Orders to Show Cause in re Contempt and for Modification (Seek Work), Subpoenas and Subpoenas Duces Tecums, Writs of Execution, Levies, and Attachments.**
- B. Contractor shall be accessible and available to County at all times during regular business hours from 8 a.m. to 5 p.m., Monday through Friday, except holidays.**
- C. Contractor shall seek prior approval from County for any service fees or charges expected to exceed the amount(s) prescribed in the fee schedule. Failure to seek prior approval may result in County withholding payment.**
- D. Contractor shall serve legal documents pursuant to this agreement anywhere in the United States.**
- E. Upon the request of County, Contractor shall provide County with any "locate" information that may become known to Contractor through attempts to effect service that is different from information provided by County at the time a request is made to serve a legal document, including, but not limited to, home address and telephone number, employer address and telephone number, address where service was effected, and any discovered "hangouts" frequented by the person to be served.**
- F. Contractor shall comply with all requirements pertaining to the method of service of legal documents as prescribed by law, and shall serve, or attempt to serve, legal documents within the time frame prescribed by law and pursuant to the terms and conditions of this agreement. County shall periodically audit cases for compliance with this requirement. No payment will be made for any service that occurs beyond the time prescribed by law, or beyond the time prescribed pursuant to the terms and conditions of this agreement.**
- G. When required by County, in individual cases Contractor shall serve legal documents within specific time frames and shall provide special handling. The provision of special handling pursuant to this paragraph shall be arranged and agreed upon by the County designated coordinator and the Contractor's designee.**
- H. During the time Contractor is in possession of the legal documents to be served pursuant to this agreement, Contractor shall report on the status of any case as requested by County by conclusion of next business day.**
- I. Upon receipt of legal documents to be served pursuant to this agreement,**

Contractor shall attempt service within three (3) business days for the local service area, five (5) business days for the non-local service area, five (5) business days for out-of-state service, unless specified otherwise, and continue attempts at service until whichever point in time of the following is the latest:

1. The legal documents are served in the prescribed manner, or until forty-five (45) days have elapsed from Contractor's receipt of the legal documents from County;
2. The time for legal service has expired; or
3. County has determined that further attempts at service at the addresses supplied by County, or discovered by Contractor, would be futile.

J. Within five (5) business days of termination of its attempts at service for any of the reasons specified above (i.e., in Section I.J.1.-3.), Contractor shall return to County the Proof of Service form, or a Not Found/Not Served Return form, and any legal documents appurtenant thereto.

K. When substitute service is authorized by DCSS, Contractor shall comply with all the elements and requirements of the law in effecting that service, including, but not limited to, completing the Proof of Service and Declaration of Due Diligence forms, which shall be delivered to DCSS no later than the fifth (5TH) business day after mailing the legal documents served by substitute service.

L. Contractor shall effect service anywhere in the United States and return the appropriate Proof of Service form within forty-five (45) days, or make at least three (3) attempts at service and, if service is not affected, return the legal documents to County within forty-five (45) days.

M. For DCSS: In all instances, two (2) Proof of Service forms shall be completed by Contractor, with original signature, and returned to DCSS within five (5) business days. One Proof of Service form shall contain the address information of the individual served, and the second Proof of Service form shall not contain any address information, but in the address space provided, the following clause shall appear:

"Pursuant to subdivision (b)(3) of section 17212 of the Family Code, the address for service of process on the above-named party is on record at the Trinity County Department of Child Support Services. Said address may be released only upon an order from the court pursuant to subdivision (c)(6) of section 17212 of the Family Code."

N. In addition to the completed Proof of Service form, Contractor shall fully document all attempts at service, to include (but not necessarily limited to) date, time, place, manner in which the person to be served was located, and other pertinent circumstances, and shall retain such information in its records whether service is successful or unsuccessful. Such information shall be made available to County upon request and shall be produced at any court proceeding at which the validity of service is at issue.

O. Subpoenas and Subpoenas Duces Tecum shall be served as expeditiously as possible and the completed Proof of Service form returned to County at least five (5) business days prior to the related hearing.

P. Contractor shall make efforts to maximize successful service of legal documents, including attempts at different times of day or night and different days of the week (including Saturdays and Sundays). For documents that require personal service, attempts shall be made at least once before 8:00 a.m., at least once after 5:00 p.m., and at least once on a weekend (Saturday or Sunday).

Q. In the event that a person, who has been served with a legal document pursuant to this agreement, denies that he/she has been served, Contractor shall, at no additional cost, have the process server or other competent witness available to:

- 1. Discuss the case with the County Attorney handling the case, or his/her designee;**
- 2. Sign necessary declarations or affidavits; and**
- 3. Testify at court hearings or depositions without the need for Subpoena or Subpoena Duces Tecum.**

R. All documents provided to Contractor by County pursuant to the terms and conditions of this agreement are confidential. No information concerning parties or persons named in such documents shall be released, except as necessary in the performance of Contractor's responsibilities under this agreement, and as necessary to effect service.

S. Contractor shall have on file for each of its employees/agents performing work pursuant to this agreement, a signed Calserve, Inc. Employment Agreement related to the confidentiality provision of the Contractor's responsibilities undertaken pursuant to the terms and conditions of this agreement.

T. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

U. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate Federal, State, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any

appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

Service Areas	Fee
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$45.00
All Other California Counties	\$75.00
Writs: In County	\$65.00
Writs: Out of County	\$85.00
National	\$105.00
International	\$150.00
Locates (from "Bad Address" process)*	\$20.00
Supplemental In-State Locate **	\$85.00
Supplemental Nation/International Locate**	\$105.00
RUSH	\$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$20.00
Stake-outs (requested) 1 hour minimum	\$35.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required mailings.

*Charged only if results in successful service.

**Service of process additional.

All Invoices paid within 30 days of receipt may be discounted 2%. 2% net 30.

The above pricing represents a firm offer from Calserve, Inc. as of January 1, 2014. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county chose to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of service at that time.

EXHIBIT C
HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

- i. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.
- k. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Agreement of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Services Agreement, and shall terminate when all of the Protected Health Information provided

by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

- a. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Miscellaneous

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Dated: 3-13-14



CONTRACTOR SIGNATURE

EXHIBIT D

TRINITY COUNTY CHILD SUPPORT SERVICES

INFORMATION SECURITY PROVISIONS

In the performance of this contract, the Calserve, Inc. (herein referred to as "Contractor") agrees to protect all information (including but not limited to electronic files, data, paper documents and forms) or other information designated confidential and provided by the County in order to carry out this agreement, from unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the Trinity County Child Support Services (herein referred to as "County"). Contractor further agrees to implement the following minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code §17212; and Title 22, CCR §111430 and §111440 for the terms and length of this agreement and while in possession of, maintaining, or accessing County information.

1. ADMINISTRATIVE SAFEGUARDS

1. CONTACTS: Information security contacts responsible for security and confidentiality responsibilities related to this agreement.

CSS	Contractor
Robin N. McStay/Director Trinity County Child Support Svcs PO Box 489 Weaverville, CA 96093 Phone: (530) 623-1306 McStay.Robin@trinity.cse.ca.gov	Jay Jakar, President Calserve, Inc. PO Box 39607 Los Angeles, CA 90039 Phone: 888-757-8909 jjakar@calserve.biz

2. DATA OWNERSHIP: The confidential or sensitive information being provided under this agreement remains the exclusive property of the County. Confidential and sensitive information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction.
3. INCIDENT REPORTING: All unauthorized or suspected unauthorized access, uses and/or disclosures (incidents) of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code Section 1798.29 and California State Administrative Manual section 5350. Contractor will immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three (3) business days of discovery; and provide all appropriate information via email to facilitate the required reporting requirements.
4. USE OF INFORMATION: Contractor acknowledges and agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in this agreement and shall agree to implement policies and procedures to ensure the confidentiality of such information. Contractor further agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or any other form for any other purpose other than identified in this agreement.
5. STATEMENT OF CONFIDENTIALITY: Contractor and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a

confidentiality statement attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.

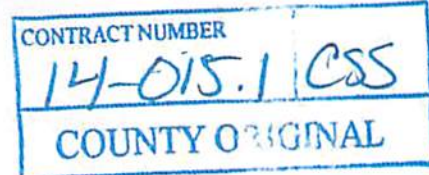
6. **EMPLOYEE ACCESS TO INFORMATION:** Contractor agrees that information will be kept in the strictest confidence and shall only be made available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under this agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.
7. **SECURITY AWARENESS TRAINING:** Contractor and all their users authorized to access confidential and sensitive information furnished or obtained under this agreement must receive security awareness training prior to accessing such information and annually thereafter. Security awareness training must contain instructional components, such as, but not limited to, information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information, and the consequences and legal liability of unauthorized inspection or disclosure of the information. Contractor must provide COUNTY a copy of its security awareness training or a summary of its security awareness training components to the County's information security contact upon request.

2. PHYSICAL SAFEGUARDS

1. **ACCESS AUTHORIZATION RECORDS:** Contractor shall maintain records of all authorized users and authorization level of access granted to the information obtained under in this agreement with the purpose as described in this agreement.
2. **ACCESS CONTROL:** Contractor shall maintain and secure any of its computer systems (network, hardware, software and applications) used in the performance of this agreement.
3. **SECURE AREAS:** Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the agreement.
4. **SECURE STORAGE:** Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in this agreement.
5. **MEDIA PROTECTION:** Contractor shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, and cartridges in its custody.
6. **DESTRUCTION OF RECORDS:** All records received by Contractor under this agreement shall return or destroy the information, including information stored on magnetic tapes, discs, and other medium, using confidential destruct methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruct when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of contract.

3. INFORMATION SECURITY

1. **ELECTRONIC TRANSMISSION**: All confidential information transmitted over a public network shall be encrypted.
2. **UNIQUE IDENTIFICATION**: Contractor's network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this agreement.
3. **CHANGE CONTROL**: All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this agreement must be approved by County in writing prior to implementation.
4. **SCREEN-LOCKING**: Computers capable of accessing information for the performance of this agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access, or secured in a locked room not accessible to unauthorized personnel.
5. **AUDITING**: Contractor shall maintain an audit trail and record data access of authorized users and authorization level of access granted to information, based on job function. Said logs must be made available to the County's information security contact upon request.



AMENDMENT NO.1
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
CALSERVE, INC. (14-015)

WHEREAS, a Contract was entered into the 1st day of March 2014 and amended March 1, 2015, by and between the COUNTY OF TRINITY, and the CALSERVE, INC., to provide service of legal documents; and

WHEREAS, the Contract provides for a termination date of March 1, 2015; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* March 1, 2015
2. Section IV of the contract entitled "Fees: Exhibit B of original contract by deleting it and inserting in its place the Exhibit B attached to this amendment
3. Section V of the Contract entitled "Maximum Cost to County is amended by substituting the sum of \$10,000 for the previous maximum sum of \$5,000 as stated in the original contract
4. Exhibit D entitled "Information Security Provisions" of original contract by deleting it and inserting in its place the Exhibit D attached to this amendment.
5. Section XIV of the Contract entitled "Term of Agreement" the termination date is extended to March 1, 2016.
6. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this day of March 1, 2015.

APPROVED AS TO FORM

By: 
Jay Jakar
Contractor

Date: 3/10/15

COUNTY OF TRINITY

By: 
Wendy G. Tyler
County Administrative Officer

Date: 2/20/15

APPROVED AS TO FORM	DATE	
	INITIAL	DATE
CC		4/21/15
AUD		2/10/15
CAO	WT	2/20/15

Exhibit B

Trinity County Department of Child Support Services

Calserve, Inc.

Price Form

Service Areas	Fee
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$45.00
All Other California Counties	\$75.00
Writs: In County	\$65.00
Writs: Out of County	\$85.00
National	\$105.00
International	\$150.00
Locates (from "Bad Address" process)*	\$20.00
Supplemental In-State Locate**	\$85.00
Supplemental Nation/International Locate**	\$105.00
RUSH	\$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$20.00
Stake-outs (requested) 1 hour minimum	\$35.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required mailings.

*Charged only if results in successful service.

**Service of process additional.

All Invoices paid within 30 days of receipt may be discounted 2%. 2% net 30.

The above pricing represents a firm offer from Calserve, Inc. as of March 1, 2015. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county chose to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual cost of service at that time.

EXHIBIT D

TRINITY COUNTY CHILD SUPPORT SERVICES INFORMATION SECURITY PROVISIONS

In the performance of this contract, the Calserve, Inc. (herein referred to as "Contractor") agrees to protect all information (including but not limited to electronic files, data, paper documents and forms) or other information designated confidential and provided by the County in order to carry out this agreement, from unauthorized use and disclosure through observance of the same or more effective procedural requirements as used by the Trinity County Child Support Services (herein referred to as "County"). Contractor further agrees to implement the following minimum administrative, physical, and information security safeguards to comply with the information security requirements provided in Family Code §17212; and Title 22, CCR §111430 and §111440 for the terms and length of this agreement and while in possession of, maintaining, or accessing County information.

1. ADMINISTRATIVE SAFEGUARDS

1. CONTACTS: Information security contacts responsible for security and confidentiality responsibilities related to this agreement.

CSS	Contractor
M. Lisa Dugan/Director Trinity County Child Support Svcs PO Box 489 Weaverville, CA 96093 Phone: (707) 441-3262 MLDugan@co.humboldt.ca.us	Jay Jakar, President Calserve, Inc. PO Box 39607 Los Angeles, CA 90039 Phone: 888-757-8909 jjakar@calserve.biz

2. DATA OWNERSHIP: The confidential or sensitive information being provided under this agreement remains the exclusive property of the County. Confidential and sensitive information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction.
3. INCIDENT REPORTING: All unauthorized or suspected unauthorized access, uses and/or disclosures (incidents) of information obtained under this agreement shall be thoroughly reviewed by each agency. Each agency shall comply with the incident reporting requirements in accordance with Civil Code Section 1798.29 and California State Administrative Manual section 5350. Contractor will immediately notify the County of any information security breach involving information accessed or obtained under this agreement as soon as practical, but no more than three (3) business days of discovery; and provide all appropriate information via email to facilitate the required reporting requirements.
4. USE OF INFORMATION: Contractor acknowledges and agrees that the information furnished or secured pursuant to this agreement shall be used solely for the purposes described in this agreement and shall agree to implement policies and procedures to ensure the confidentiality of such information. Contractor further agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or any other form for any other purpose other than identified in this agreement.
5. STATEMENT OF CONFIDENTIALITY: Contractor and each of its employees who may have access to the confidential or sensitive data of the County will be required to sign a

EXHIBIT D

confidentiality statement attesting to the fact that he/she is aware of the confidential data and the penalties for unauthorized use and disclosure under applicable state and federal law thereof. This statement shall be renewed and signed annually. Copies of signed confidentiality statements must be made available and forwarded to County's information security contact upon request.

6. **EMPLOYEE ACCESS TO INFORMATION:** Contractor agrees that information will be kept in the strictest confidence and shall only be made available to authorized personnel on a business "need-to-know" basis and only for the purposes authorized under this agreement. The term "need-to-know" refers to those authorized persons who need information to perform their official duties in connection with the purpose as described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of the information in their custody as provided by law and ensure such information is disclosed only to those individuals and of such purpose, as authorized by the respective laws.
7. **SECURITY AWARENESS TRAINING:** Contractor and all their users authorized to access confidential and sensitive information furnished or obtained under this agreement must receive security awareness training prior to accessing such information and annually thereafter. Security awareness training must contain instructional components, such as, but not limited to, information about the confidential nature of information, laws and regulations protecting the confidentiality of information, user responsibility for protecting the information, and the consequences and legal liability of unauthorized inspection or disclosure of the information. Contractor must provide COUNTY a copy of its security awareness training or a summary of its security awareness training components to the County's information security contact upon request.

2. PHYSICAL SAFEGUARDS

1. **ACCESS AUTHORIZATION RECORDS:** Contractor shall maintain records of all authorized users and authorization level of access granted to the information obtained under in this agreement with the purpose as described in this agreement.
2. **ACCESS CONTROL:** Contractor shall maintain and secure any of its computer systems (network, hardware, software and applications) used in the performance of this agreement.
3. **SECURE AREAS:** Computer monitors, printers, hard copy printouts or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the agreement.
4. **SECURE STORAGE:** Information in all forms, such as but not limited to tapes, cartridges, or other removable media, must be stored in areas physically secure from access by unauthorized persons as described in this agreement.
5. **MEDIA PROTECTION:** Contractor shall employ the use of encryption for all confidential information stored on media such as, but not limited to, portable computing devices, CDs, DVDs, USB flash drives, tapes, and cartridges in its custody.
6. **DESTRUCTION OF RECORDS:** All records received by Contractor under this agreement shall return or destroy the information, including information stored on magnetic tapes, discs, and other medium, using confidential destruct methods, such as secure shredding, burning, degaussing, erasing, or other certified or witnessed destruct

EXHIBIT D

when they are no longer needed for the business purpose for which they were obtained or within thirty (30) calendar days of termination or end of contract.

3. INFORMATION SECURITY

1. **ELECTRONIC TRANSMISSION:** All confidential information transmitted over a public network shall be encrypted.
2. **UNIQUE IDENTIFICATION:** Contractor's network security architecture must be able to identify uniquely all access to information obtained and used in the performance of this agreement.
3. **CHANGE CONTROL:** All changes to computer systems, hardware, software, applications, storage media, and network components used for storing and/or accessing information in the performance of this agreement must be approved by County in writing prior to implementation.
4. **SCREEN-LOCKING:** Computers capable of accessing information for the performance of this agreement must not be left unattended and logged on, unless secured by a screen-locking process or mechanism to prevent unauthorized access, or secured in a locked room not accessible to unauthorized personnel.
5. **AUDITING:** Contractor shall maintain an audit trail and record data access of authorized users and authorization level of access granted to information, based on job function. Said logs must be made available to the County's information security contact upon request.

CONTRACT NUMBER	14-015.2	CSS
COUNTY ORIGINAL		

AMENDMENT NO.2
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
CALSERVE, INC. (14-015.1)

WHEREAS, a Contract was entered into the 1st day of March 2014, amended March 1, 2015, and March 1, 2016 by and between the COUNTY OF TRINITY, and the CALSERVE, INC., to provide service of legal documents; and

WHEREAS, the Contract provides for a termination date of March 1, 2016; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* March 1, 2016
2. Section IV of the contract entitled "Fees: Exhibit B of original contract by deleting it and inserting in its place the Exhibit B attached to this amendment
3. Section V of the Contract entitled "Maximum Cost to County is amended by substituting the sum of \$15,000 for the previous maximum sum of \$5,000 as stated in the original contract
4. Section XIV of the Contract entitled "Term of Agreement" the termination date is extended to March 1, 2017.
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this day of March 1, 2016

COUNTY OF TRINITY:
By: [Signature]
Chairman, Board of Supervisors

CONTRACTOR:

By: [Signature]
Name: Jay Sakar - President
Tax ID: 20-3198236
Telephone: 888-757-8909

Approved as to Form:

By: [Signature]
Angela Bickle, Auditor/Controller

Date: 1/10/16

By: Attached
Shelly Pourian, Risk & Loss Prevention Manager

Date: _____

By: Attached
Margaret Long, County Counsel

Date: _____

AMENDMENT NO.2
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
CALSERVE, INC. (14-015.1)

WHEREAS, a Contract was entered into the 1st day of March 2014, amended March 1, 2015, and March 1, 2016 by and between the COUNTY OF TRINITY, and the CALSERVE, INC., to provide service of legal documents; and

WHEREAS, the Contract provides for a termination date of March 1, 2016; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. ***This amendment is effective*** **March 1, 2016**
2. Section IV of the contract entitled "Fees: Exhibit B of original contract by deleting it and inserting in its place the Exhibit B attached to this amendment
3. Section V of the Contract entitled "Maximum Cost to County is amended by substituting the sum of \$15,000 for the previous maximum sum of \$5,000 as stated in the original contract
4. Section XIV of the Contract entitled "Term of Agreement" the termination date is extended to March 1, 2017.
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this day of March 1, 2016

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____
Name: _____
Tax ID: _____
Telephone: _____

Approved as to Form:

By: _____
Angela Bickle, Auditor/Controller

Date: _____

By:  _____
Shelly Pourian, Risk & Loss Prevention Manager

Date: 1/5/16

By: _____
Margaret Long, County Counsel

Date: _____

AMENDMENT NO.2
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
CALSERVE, INC. (14-015.1)

WHEREAS, a Contract was entered into the 1st day of March 2014, amended March 1, 2015, and March 1, 2016 by and between the COUNTY OF TRINITY, and the CALSERVE, INC., to provide service of legal documents; and

WHEREAS, the Contract provides for a termination date of March 1, 2016; and

WHEREAS, the parties wish to extend the date of termination; and

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. *This amendment is effective* March 1, 2016
2. Section IV of the contract entitled "Fees: Exhibit B of original contract by deleting it and inserting in its place the Exhibit B attached to this amendment
3. Section V of the Contract entitled "Maximum Cost to County is amended by substituting the sum of \$15,000 for the previous maximum sum of \$5,000 as stated in the original contract
4. Section XIV of the Contract entitled "Term of Agreement" the termination date is extended to March 1, 2017.
5. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 2 to be executed on this day of March 1, 2016

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Chairman, Board of Supervisors

By: _____
Name: _____
Tax ID: _____
Telephone: _____

Approved as to Form:

By: _____
Angela Bickie, Auditor/Controller

Date: _____

By: _____
Shelly Pourian, Risk & Loss Prevention Manager

Date: _____

By:  _____
Margaret Long, County Counsel

Date: 1-7-16

EXHIBIT B

North Coast Regional Department of Child Support Services (formerly Trinity County Child Support)

Calserve, Inc.

Price Form

Service Areas	Fee
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$45.00
All Other California Counties	\$75.00
Writs: In County	\$65.00
Writs: Out of County	\$85.00
National	\$105.00
International	\$150.00
Locates (from "Bad Address" process)*	\$20.00
Supplemental In-State Locate**	\$85.00
Supplemental Nation/International Locate**	\$105.00
RUSH	\$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$20.00
Stake-outs (requested) 1 hour minimum	\$35.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required mailings.

*Charged only if results in successful service.

**Service of process additional.

The above pricing represents a firm offer from Calserve, Inc. as of January 1, 2016. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county chose to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual costs of service at that time.

AMENDMENT NO. 3
TO CONTRACT BETWEEN
COUNTY OF TRINITY
AND
CALSERVE, INC. (14-015.2)

CONTRACT NUMBER	14-015.3	CSS
COUNTY ORIGINAL		

WHEREAS, a Contract was entered into the 1st day of March 2014, amended March 1, 2015, March 1, 2016 and March 1, 2017 by and between the COUNTY OF TRINITY, and the CALSERVE, INC., to provide service of legal documents; and

WHEREAS, the Contract provides for a termination date of March 1, 2017; and

WHEREAS, the parties wish to extend the date of termination; and

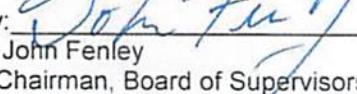
WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:


1. *This amendment is effective* March 1, 2017
2. Section V of the Contract entitled "Maximum Cost to County is amended by substituting the sum of \$20,000 for the previous maximum sum of \$5,000 as stated in the original contract
3. Section XIV of the Contract entitled "Term of Agreement" the termination date is extended to March 1, 2018.
4. In all other respects the terms of the Contract are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 3 to be executed on this day of March 1, 2017

COUNTY OF TRINITY:

By: 
John Fenley
Chairman, Board of Supervisors

CONTRACTOR:

By: 
Name: Jay Sakar
Telephone: 888-757-8909

North Coast Regional Department of Child Support Services & Calserve, Inc. 14-015.3

Approved as to Form:

By: Angela Bickel
for Angela Bickel, Auditor/Controller

Date: 2/17/17

By: **ATTACHED**
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

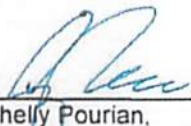
By: **ATTACHED**
Margaret Long, County Counsel

Date: _____

North Coast Regional Department of Child Support Services & Calserve, Inc. 14-015.3

Approved as to Form:

By: ATTACHED Date: _____
Angela Bickle, Auditor/Controller

By:  Date: 2/24/17
Shelly Pourian,
Risk & Loss Prevention Manager

By: ATTACHED Date: _____
Margaret Long, County Counsel

North Coast Regional Department of Child Support Services & Calserve, Inc. 14-015.3

Approved as to Form:

By: ATTACHED
Angela Bickle, Auditor/Controller

Date: _____

By: ATTACHED
Shelly Pourian,
Risk & Loss Prevention Manager

Date: _____

By: 
Margaret Long, County Counsel

Date: 2-16-17

CONTRACT NUMBER	
14-015.4	CSS
COUNTY ORIGINAL	

AMENDMENT NO. 4
TO CONTRACT NO. 14-015 BETWEEN
THE COUNTY OF TRINITY
AND
CALSERVE, INC.

WHEREAS, an agreement was entered into the 1st day of March, 2014, amended March 1, 2015, March 1, 2016, March 1, 2017 and March 1, 2018 by and between the COUNTY OF TRINITY, and CALSERVE, INC., to provide service of subpoenas and complaints regarding child support legal documents; and

WHEREAS, the agreement provides for a termination date of March 1, 2018; and

WHEREAS, the parties wish to:

1. Extend the termination date;
2. Increase the maximum cost; and

WHEREAS, the agreement provides for amendments; and

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective March 1, 2018.
2. Section V of the agreement entitled "Maximum Cost to County" is amended by substituting \$25,000 for the previous maximum cost of \$20,000 as stated in amendment 3 of original contract.
3. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to March 1, 2019.

In all other respects the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 4 to be executed on this 2 day of February.

COUNTY OF TRINITY:

By: [Signature]
Richard Kuhns, Psy.D
County Administrative Officer

Date: 2-20-18

CONTRACTOR:

By: [Signature]
Name: Jay Jakar
Title: President

Date: 2-20-18

CONTRACT NUMBER 14-015	CSS
COUNTY ORIGINAL	

AMENDMENT NO. 5
TO CONTRACT NO. 14-015 BETWEEN
THE COUNTY OF TRINITY
AND
CALSERVE, INC.

WHEREAS, an agreement was entered into the 1st day of March 2014, amended March 1, 2015, March 1, 2016, March 1, 2017, and February 8, 2018 by and between the COUNTY OF TRINITY, and CALSERVE, INC., to provide service of subpoenas and complaints regarding child support legal documents; and

WHEREAS, the agreement provides for a termination date of March 1, 2019; and

WHEREAS, the parties wish to:

1. Extend the effective date; and
2. Increase the maximum cost; and
3. Extend the termination date; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective March 1, 2019.
2. Section V of the agreement entitled "Maximum Cost to County" is amended by substituting \$30,000 for the previous maximum cost of \$25,000 as stated in amendment 4 of original contract.
3. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to March 1, 2020.

In all other respects, the terms of the agreement are affirmed.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 5 to be executed on this 20th day of February, 2019.

COUNTY OF TRINITY:


By Judy Morris
Judy Morris, Chairman
Trinity County Board of Supervisors

CONTRACTOR:

By Jay Kakar
Name: Jay Kakar
Title.: President Calserve, Inc.

Date: 2/20/2019

Date: 3-11-19

Approved as to form


MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: 

Shelly Nelson

Human Resources/Risk Management Director

CONTRACT NUMBER 14-015.6	CSS
COUNTY ORIGINAL	

AMENDMENT NO. 6
TO CONTRACT NO. 14-015 BETWEEN
THE COUNTY OF TRINITY
AND
CALSERVE, INC.

WHEREAS, an agreement was entered into the 1st day of March, 2014, amended March 1, 2015, March 1, 2016, March 1, 2017, March 1, 2018 and March 1, 2019 by and between the COUNTY OF TRINITY, and CALSERVE, INC., for the service or attempted service of legal documents sent by North Coast Regional Department of Child Support Services; and

WHEREAS, the agreement provides for a termination date of March 1, 2020; and

WHEREAS, the parties wish to:

1. Extend the effective date; and
2. Replace the current Exhibit B with new Exhibit B; and
3. Increase the maximum cost; and
4. Extend the termination date; and

WHEREAS, the agreement provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective March 1, 2020.
2. Section IV of the contract entitled "Fees": Exhibit B of the contract is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
3. Section V of the agreement entitled "Maximum Cost to County" is amended by substituting \$35,000 for the previous maximum cost of \$30,000 as stated in amendment 5 of the original contract.
4. Section XIV of the agreement entitled "Term of Agreement": The termination date is extended to March 1, 2021.

In all other respects, the terms of the agreement are affirmed.


IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 6 to be executed on this 17th day of March, 2020.

COUNTY OF TRINITY:

By 
Bobbi Chadwick, Chairman
Trinity County Board of Supervisors

Date: 3/17/2020

CONTRACTOR:

By 
Name: Jay Jakar
Title: President Calserve, Inc.

Date: 3-31-20

Approved as to form:


MARGARET E LONG
County Counsel

RISK MANAGEMENT APPROVAL

By: 
Shelly Nelson
Human Resources/Risk Management Director

"EXHIBIT B"

"COMPENSATION OR FEES TO BE PAID TO CONTRACTOR"

North Coast Regional Department of Child Support Services

Calserve, Inc.

Price Form	Fee
Service Areas	
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$50.00
All Other California Counties	\$80.00
National	\$150.00
International	\$200.00
Locates (from "Bad Address" process)*	\$20.00
Supplemental In-State Locate**	\$85.00
Supplemental Nation/International Locate**	\$105.00
RUSH	\$25.00
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$25.00
Stake-outs (requested) 1 hour minimum	\$40.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required mailings.

***Charged only if results in successful service.**

****Service of process additional.**

The above pricing from Calserve, Inc. is effective as of March 1, 2020. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county chose to exercise an option to extend for additional terms, Calserve, Inc. reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual cost of service at that time.

**AMENDMENT NO. 7
TO
CONTRACT
(NO. 14-015)
BETWEEN
THE COUNTY OF TRINITY
AND
CALSERVE, INC.**

WHEREAS, a Contract was entered into the 1st day of March, 2014, amended March 1, 2015, March 1, 2016, March 1, 2017, March 1, 2018, March 1, 2019 and March 1, 2020 ("Contract") by and between the COUNTY OF TRINITY ("County"), and CALSERVE, INC. ("Contractor"), to provide service or attempted service of legal documents sent by the North Coast Regional Department of Child Support Services; and

WHEREAS, the Contract provides for a termination date of March 1, 2021; and

WHEREAS, the parties wish to:

1. Extend the effective date; and
2. Replace the current Exhibit B with new Exhibit B; and
3. Extend the termination date.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective March 1, 2021.
2. Section IV of the contract entitled "Fees": Exhibit B of the contract is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
3. Section XIV of the agreement entitled "Term of Agreement": The termination date is extended to March 1, 2022.

In all other respects, the terms of the Contract are affirmed.


[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 7 to be executed on this 29th day of January, 2021.

COUNTY OF TRINITY:

CONTRACTOR:

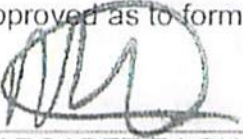
By 
Richard Kuhns, Psy.D.
County Administrative Officer

By 
Name: Jay Sakar
Title: president


Date: 3-9-2021

Date: 5-25-2021

Approved as to form:


MARGARET E LONG
County Counsel

Risk Management Approval:

By: 
Shelly Nelson
Human Resources/Risk Management
Director



"EXHIBIT B"
"COMPENSATION OR FEES TO BE PAID TO CONTRACTOR"

North Coast Regional Department of Child Support Services

Calserve, Inc.	Fee
Price Form	
Service Areas	
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$50.00
All Other California Counties	\$80.00
National	\$200.00
International	\$250.00
Locates (from "Bad Address" process)*	\$25.00 +
Supplemental In-State Locate**	\$85.00
Supplemental Nation/International Locate**	\$200.00
RUSH (within 48 hours)	\$30.00 +
SAME DAY (within 24 hours)	\$40.00 +
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$25.00
Stake-outs (requested) 1 hour minimum	\$40.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

All pricing is on a flat fee basis.

There are no attempt or mileage charges.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required regular mailings.

*Charged only if results in successful service.

**Service of process additional.

The above pricing represents a firm offer from Calserve, Inc. as of March 1, 2021. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county choose to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual cost of service at that time.

**AMENDMENT NO. 8
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
NO. 14-015
BETWEEN
THE COUNTY OF TRINITY
AND
CALSERVE, INC.**

WHEREAS, a Contract was entered into the 1st day of March, 2014 amended March 1, 2015, March 1, 2016, March 1, 2017, March 1, 2018, March 1, 2019, March 1, 2020 and March 1 2021 ("Contract") by and between the COUNTY OF TRINITY ("County"), and CALSERVE, INC. ("Contractor"), to provide service or attempted service of legal documents sent by the North Coast Regional Department of Child Support Services; and

WHEREAS, the Contract provides for a termination date of March 1, 2022; and

WHEREAS, the parties wish to:

1. Extend the effective date; and
2. Replace the current Exhibit B with new Exhibit B; and
3. Increase the maximum cost; and
4. Extend the termination date.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. This amendment is effective March 1, 2022.
2. Section IV of the contract entitled "Fees". Exhibit B of the contract is amended by deleting it and inserting in its place the Exhibit B attached to this amendment.
3. Section V of the agreement entitled "Maximum Cost to County" is amended by substituting \$40,000 for the previous maximum cost of \$35,000 as stated in amendment 6 of the original contract.
4. Section XIV of the agreement entitled "Term of Agreement" the termination date is extended to March 1, 2023.


In all other respects, the terms of the Contract are affirmed.


[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 8 to be executed on this 1st day of February, 2022.

COUNTY OF TRINITY:

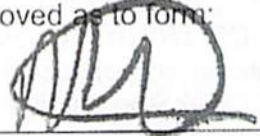
CONTRACTOR:

By: 
Dan Frasier, Chairman
Trinity County Board of Supervisors
Date: 2-1-2022

By: 
Name: Jay Jakar
Title: President
Date: 2-10-22

Approved as to form:

Risk Management Approval

By: 
Margaret E. Long
County Counsel


By: 
Shelly Nelson, Director
Human Resources/Risk Management

EXHIBIT B

North Coast Regional Department of Child Support Services

Calserve, Inc.

Price Form

Service Areas	Fee
Alameda, Contra Costa, Fresno, Los Angeles, Madera, Merced, Orange, San Benito, San Diego, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sacramento, Solano, Stanislaus	\$50.00
All Other California Counties	\$80.00
National	\$200.00
International	\$250.00
Locates (from "Bad Address" process)*	\$25.00 +
Supplemental In-State Locate**	\$85.00
Supplemental Nation/International Locate**	\$200.00
RUSH (within 48 hours)	\$30.00 +
SAME DAY (within 24 hours)	\$40.00 +
Documents returned Not Served or Cancelled after first attempt (per address furnished by LCSA)	\$25.00
Stake-outs (requested) 1 hour minimum	\$40.00/hr.
Investigations (requested) 1 hour minimum	\$150.00/hr.

All pricing is on a flat fee basis.

There are no attempt or mileage charges.

Service rates quoted are per Defendant/Case number.

No charge for in-house copying, printing and/or required regular mailings.

*Charged only if results in successful service.

**Service of process additional.

The above pricing represents a firm offer from Calserve, Inc. as of March 1, 2022. It shall remain in effect for a period of 1 year from date of contract or purchase order award with an option for additional terms. Should the county chose to exercise an option to extend for additional terms, Calserve reserves the right to review and adjust pricing, subject to mutual agreement, to reflect the actual cost of service at that time.