



# County of Santa Cruz

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## DEPARTMENT OF CHILD SUPPORT SERVICES

POST OFFICE BOX 1841, SANTA CRUZ, CA 95061-1841

(831) 454-3700 FAX: (831) 454-3752

LYNN C. MILLER, DIRECTOR

Agenda Date: August 7, 2001

July 23, 2001

The Honorable Tony Campos, Chairperson  
and Members of the Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### **Re: Contract for Service of Process**

Dear Chairperson and Members of the Board:

The Department of Child Support Services is mandated to provide services which include the establishment and enforcement of legal support obligations. The Department performs these functions in accordance with applicable sections of law including the California Family Code and the California Code of Civil Procedure. In order to meet program objectives, the Department must often effect personal service of process for legal documents such as Orders to Show Cause, Notice of Motions and Complaints to Establish Paternity. The Department must be able to demonstrate to the court that the proper procedures and laws were followed in the service of these documents.

In 1983, the Sheriff's Department discontinued the practice of serving legal documents for the Department of Child Support Services and the Department has since used private process servers to meet this need. Over the years, the volume of legal documents produced by the Department increased significantly and an Investigator Assistant position was approved by the Board in 1994 for the purpose of serving documents.

The State Department of Child Support Services has recently implemented new initiatives to improve measures to locate custodial parents to whom undisbursed collections may be due and to make diligent and thorough investigative attempts to locate non-custodial parent assets before case closure. In order to meet these

program needs, the Department wishes to redirect the efforts of the Child Support Investigator to focus on locating custodial and non-custodial parents.

Currently, the Department does not have a bi-lingual Investigative Assistant and would like to purchase the services of a bi-lingual process server in order to meet the needs of monolingual Spanish speaking clients residing in our South County area. The Department will review this matter at the end of the term of the contract to address this need in the future.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached Independent Contractor Agreement between Tri-County Legal Services and the Department of Child Support Services for the service of legal documents.
2. Authorize the Director of the Department of Child Support Services to sign the Independent Contractor Agreement between Tri-County Legal Services and the Department of Child Support Services on behalf of the County of Santa Cruz.

Respectfully,

*Jay A. Chandler for Lynn Miller*

LYNN C. MILLER, DIRECTOR  
DEPARTMENT OF CHILD SUPPORT SERVICES

RECOMMENDED:

*Susan Mauriello*

SUSAN MAURIELLO  
COUNTY ADMINISTRATIVE OFFICER

Attachments: Independent Contractor Agreement  
ADM 29

cc: Auditor-Controller  
Risk Management  
County Counsel  
Purchasing  
Contractor

serviceprocessbdltr

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0067

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Department of Child Support Services (Dept.)  
*[Signature]* (Signature) 07/27/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same,

- Said agreement is between the Department of Child Support Services (Agency) and, Tri County Legal Services (Name & Address)
- The agreement will provide service of process of legal family law documents
- The agreement is needed to provide proof of service of legal documents as required by law.
- Period of the agreement is from July 1, 2001 to June 30, 2002
- Anticipated cost is \$ 25,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \_\_\_\_\_
- Appropriations are budgeted in 251000 (Index#) 3630 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT. ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be have been encumbered. Contract No. 12538 Date 7-26-01  
REV 51055  
W-9 Recd.  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_ (Agency).  
County Administrative Officer

Remarks \_\_\_\_\_ (Analyst)  
By [Signature] Date 7/27/01  
Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admn. Officer - Canary  
Auditor-Controller - Pink  
Origiroting Dept. - Goldenrod  
\*To Crig. Dept. if rejected.  
/ DM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT


THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001, by and between the SANTA CRUZ COUNTY, DEPARTMENT OF CHILD SUPPORT SERVICES, hereinafter called DCSS, and TRI COUNTY LEGAL SERVICES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:


To effect service of process for the DCSS legal family law documents including (but not limited to): Summons and Complaints, Orders to Show Cause, Notice of Motions, and other documents as needed by the DCSS to the best of the CONTRACTORS abilities. Upon completion, the CONTRACTOR will provide Proof of Service or Certificates of Due Diligence as applicable.


2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, DCSS agrees to pay CONTRACTOR at a rate of \$50.00 per document, with the total contract amount not to exceed \$25,000.00 over the term.
3. TERM. The term of this contract shall be from July 1, 2001 through June 30, 2002.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES-AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the DCSS (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the DCSS may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the DCSS. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).


6, **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum, compliance with all of the following insurance coverages) and requirements. Such insurance coverage shall be primary coverage with respect to the DCSS and any insurance or self-insurance maintained by the DCSS shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and the DCSS both initial here \_\_\_\_\_ / 

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the **minimum** statutorily required coverage amounts. This insurance coverage shall not be required if the **CONTRACTOR has no** employees and certifies to this fact by initialing here \_\_\_\_\_ / 

(2) Vehicular Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and the DCSS both certify to this fact by initialing here \_\_\_\_\_ / 

ERROR. Insurance provided. Change authorized by DC by phone. 

(3) Comprehensive or Commercial Liability Insurance coverage in the **minimum** amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and the DCSS \_\_\_\_\_ / \_\_\_\_\_

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof CONTRACTOR **may** maintain the required post

agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The SANTA CRUZ COUNTY, Department of Child Support Services, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the SANTA CRUZ COUNTY."

- (3) All the insurance policies shall be endorsed to contain the following:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Lynn C. Miller, Director  
santa Cruz county  
Department of Child Support Services  
420 May Avenue  
Santa Cruz, CA 95060

- (3) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the DCSS on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Lynn C. Miller, Director  
Santa Cruz County  
Department of Child Support Services  
420 May Avenue  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age

(over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related) marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the DCSS.
- (2) The CONTRACTOR shall furnish Santa Cruz county Affirmative Action Office Information and reports in the prescribed reporting format (PER 4102) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates, and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- (3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the DCSS.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts of subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and the DCSS have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of the DCSS. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. The DCSS agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST. The CONTRACTOR rather than the DCSS has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS (a) The extent of control which, by agreement, the DCSS may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the DCSS supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of the DCSS; (i) CONTRACTOR and the DCSS believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The DCSS conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NON-ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the DCSS.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the DCSS, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. CONFIDENTIALITY. Both the DCSS and the CONTRACTOR shall comply with State and Federal laws and regulations concerning the safeguarding of information (See Cal. Family Code, § 17212 and 45 C.F.R. 5303.21). The use or disclosure of information Concerning the applicants and recipients of child support services shall require DCSS



approval and shall be limited to persons directly connected with the CONTRACTOR and service processing. The CONTRACTOR shall maintain strict confidentiality controls over child enforcement information and nay access, use, and/or disposal will be in accordance with the Information Practices Act of 1977 (See Cal. Civil Code, § 1798 - § 1798.78).

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.


13. ATTACHMENTS. This Agreement contains Attachment A- Amendment of Comprehensive or Commercial General Liability Insurance Requirement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

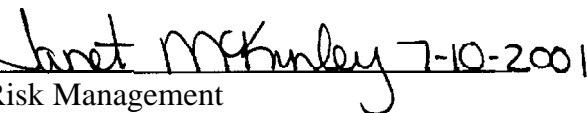
SANTA CRUZ COUNTY

CONTRACTOR

By: LYNN C. MILLER, DIRECTOR  
Santa Cruz County  
Department of Child Support Services  
420 May Avenue  
Santa Cruz, CA 95060

By:   
DIANE D. COHAN, OWNER  
Tri County Legal Services  
P.O. Box 608  
Santa Cruz, CA 95061  
  
SS #: 548-62-4492

APPROVED AS TO INSURANCE:

By:   
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott  
County Counsel

DISTRIBUTION: County Administrative Officer  
Auditor-Controller  
County Counsel  
Risk Management  
Department of Child Support Services  
Contractor

150 Van Ness Avenue  
 P.O. Box 429186  
 San Francisco, CA 94142-9186

PLEASE KEEP WITH YOUR POLICY.  
 SEE IMPORTANT NOTICE ON REVERSE.

FOR QUESTIONS OR CHANGES CALL: 1-800-922-8228

1. Name and Address of Insured

COHAN DIANE D  
 302 TANNER HEIGHTS DRIVE  
 SANTA CRUZ CA 95060

POLICY INFORMATION

|  |               |
|--|---------------|
| Declarations Type  | Page          |
| Amended Declarations   | 1 of 1        |
| Policy Type  | Process Date  |
| Member   | 07-10-2001    |
| Policy Number  | Insured Since |
| T6-19-94-5   |               |
| PERIOD 07-24-2001 07-24-2002   |               |
| 12:01 A.M. Standard Time at the address of the Named Insured as stated herein. |               |

|                                |            |                  |                              |
|--------------------------------|------------|------------------|------------------------------|
| Alternate Address<br>RESIDENCE | Occupation | Alternate Number | Telephone Number<br>425-5878 |
|--------------------------------|------------|------------------|------------------------------|

| Item | Make  | Model Yr. | Body Type | Vehicle Identification Number |
|------|-------|-----------|-----------|-------------------------------|
| 01   | VOLKS | 1977      | CONVRT    | 1572067718                    |
| 02   | JEEP  | 1990      | 4D WAG    | 1J4FJ58L3LL258674             |

|   |
|---|
| Name Driver License No.   |
| Drivers do not necessarily correspond to principally operated vehicles. |

| VEHICLE(S) | COVERAGE  | LIABILITY LIMITS |                 | Item 01     |         | Item 02     |         | Item    |         | Item    |         |
|------------|---|------------------|-----------------|-------------|---------|-------------|---------|---------|---------|---------|---------|
|            |   | Each Person      | Each Occurrence | Deduct.     | Premium | Deduct.     | Premium | Deduct. | Premium | Deduct. | Premium |
|            | Bodily Injury                                   | 300,000          | 500,000         |             | \$42    |             | \$45    |         |         |         |         |
|            | Medical Payments                                | No Coverage      |                 | No Coverage |         | No Coverage |         |         |         |         |         |
|            | Uninsured Motorists                             | 300,000          | 500,000         |             | \$24    |             | \$25    |         |         |         |         |
|            | Property Damage                                 |                  | 300,000         |             | \$6     |             | \$7     |         |         |         |         |
|            | Comprehensive Actual Cash Value Less Deductible |                  |                 | No Coverage |         | No Coverage |         |         |         |         |         |
|            | Collision Actual Cash Value Less Deductible     |                  |                 | No Coverage |         | No Coverage |         |         |         |         |         |
|            | All Risks Actual Cash Value Less Deductible     |                  |                 | No Coverage |         | No Coverage |         |         |         |         |         |
|            | TOTAL PREMIUM PER VEHICLE                       |                  |                 |             | \$72    |             | \$77    |         |         |         |         |

|                            |   |                           |          |
|----------------------------|---|---------------------------|----------|
| Automobile Death Benefits  | EXPLANATION OF LIMIT CODES<br>A=\$15,000 first named insured.<br>B=\$15,000 each first named insured and spouse<br>C=\$15,000 each additional named insured shown on endorsement F329 | Limit Code<br>A           | Premium  |
| Premium Summary            | CA Surcharge: \$0.00  | Total Additional Premium: | \$149.00 |
| <i>This is not a bill.</i> |   |                           |          |

|                     |                 |
|---------------------|-----------------|
| Schedule of Changes | Change Coverage |
|---------------------|-----------------|

|   |
|---|
| Enhanced Transportation Expense Coverage: None.   |
| DISCOUNTS: Mature Driver: None,<br>Good Driver: Item(s) 01, 02.<br>Multi Car: Item(s) 01, 02. |

|               |      |      |                       |
|---------------|------|------|-----------------------|
| LOSS PAYEE(S) | Item | Item | Office Use Only       |
|               |      |      | 01P81U N 3 A05        |
|               |      |      | 02P81BFWY 00339 07309 |
|               | Item | Item |                       |
|               |      |      | 016 000 N             |

