



STANDARD AGREEMENT COVERSHEET (rev 09-09)

El Dorado Contract #273-M1211

AGREEMENT NUMBER 1025363
FEDERAL EMPLOYER ID NUMBER

1. In this agreement (the "Agreement"), the term "Contractor" refers to **COUNTY OF EL DORADO, a political subdivision of the State of California ("County" or "Contractor")** and the term "State" or "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
2. This Agreement becomes effective as of **July 1, 2012** (the "Effective Date") and expires on **June 30, 2014**.
3. The title of this Agreement is: **Collection Services for Court-ordered Attorney's Fees payable under Welfare and Institutions Code section 903.1.**
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
4. The maximum amount that the AOC may pay Contractor under this Agreement through June 30, 2013 is **\$35,000.00**. The maximum amount for the entire term of the Agreement is **\$70,000.00** as detailed in Exhibit C-1.
5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following recitals, exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: **JBCL Appendix, Exhibits A,B, C, and Attachments 1, 2, and 3.**

- Exhibit A – **Terms and Conditions**
- Exhibit B – **Scope of Services**
- Exhibit C – **Payment Terms**
- JBCL Appendix**
- Attachment 1 – **Monthly Reporting Template**
- Attachment 2 – **Annual Reporting Template**
- Attachment 3 – **Collections Services Expenditures**

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS	<small>CONTRACTOR'S NAME (If Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</small> COUNTY OF EL DORADO
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler Supervising Contract Specialist, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING John R. Knight, Chair Board of Supervisors, El Dorado County
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS County of El Dorado 330 Fair Lane Placerville, CA 95667

Administrative Office of the Courts Use Only

Agreement Number	1025363
Contractor Name	COUNTY OF EL DORADO

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Trial Court Trust Fund	30 Judicial Council	0250-001-0932	21	2012	2012-2013	0932-45047039-0417-09-12	\$35,000

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$35,000.00	\$0.00	\$35,000.00

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.


SIGNATURE OF ACCOUNTING OFFICER 	DATE
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EXHIBIT A
TERMS AND CONDITIONS

I. DEFINITIONS

- A. Wherever capitalized in this Agreement, the following words shall have the following meanings:
- i. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following:
 - a. A change in the Services;
 - b. A change in Contract Amount;
 - c. A change in time allotted for performance; and/or
 - d. An adjustment to the Agreement terms.
 - ii. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include:
 - a. Information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party;
 - b. Information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement;
 - c. Information that is independently developed by the receiving party without reference to the Confidential Information; and
 - d. Information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
 - iii. **“Contract”** or **“Contract Documents”** mean(s) the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term **“Agreement.”**
 - iv. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Services, in accordance with the Contract Documents.
 - v. **“Contractor”** means public entity, individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to perform the Services. The Contractor is one of the parties to this Agreement.
 - vi. **“Court”** means the Superior Court of California, County of El Dorado.
 - vii. **“Data”** has the meaning set forth in paragraph 14.
 - viii. **“Deliverable(s)”** means one or more items specified in the Contract Documents, that the County shall complete and deliver or submit to the AOC.

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- ix. **“Force Majeure”** means a delay that prevents the timely performance of any obligation because such delay or failure to perform was unforeseeable and beyond the control of the party that failed to perform. Acts of Force Majeure include, but are not limited to:
 - a. Acts of God or the public enemy;
 - b. Acts or omissions of any government entity;
 - c. Fire or other casualty for which a party is not responsible;
 - d. Quarantine or epidemic;
 - e. Strike or defensive lockout; and,
 - f. Unusually severe weather conditions.
- x. **“Responsible Party”** a father, mother, spouse, or other person liable for the support of a minor.
- xi. **“Services”** means the services to be performed by the Contractor pursuant to this Agreement, as set forth in Exhibit B.
- xii. **“Service Period”** means the dates Services are provided as set forth in Table 1, of Exhibit C, Payment Terms
- xiii. **“State”** as used in this Agreement means the State of California acting through the Judicial Council of California, Administrative Office of the Courts (which may also be referred to as the **“AOC”**).
- xiv. **“State Standard Agreement”** means the form used by the State to enter into Agreements with other parties.
- xv. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement.
- xvi. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.

2. INDEPENDENT CONTRACTOR

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the State or the Court, and is not covered by any employee benefit plans provided to State employees or Court employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the State, or the Court, and Contractor. Contractor will determine the method, details and means of performing the Services, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Services. Contractor shall be solely responsible for all matters relating to the payment of Contractor’s employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers’ compensation laws and regulations,

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withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

3. QUALITY OF SERVICES

- A. Contractor agrees that each of its employees, Subcontractors, and agents assigned to perform any Services under this Agreement shall have the skills, training, and background reasonably commensurate with his or her responsibilities, so as to be able to perform in a competent and professional manner. Contractor further agrees that the Services provided shall be performed in good faith and in a competent and timely manner consistent with professional standards for such work, will conform to the requirements of this Agreement, and will not infringe upon the rights of third parties.

4. STATE'S QUALITY ASSURANCE PLAN

- A. The State or its agent may evaluate Contractor's performance under this Agreement. Such evaluation may include assessing Contractor's compliance with all Agreement terms and performance standards.

5. SUBCONTRACTING

- A. Other than as provided in Exhibit B, Scope of Services, Contractor is prohibited from subcontracting this Agreement or any part of it, unless such subcontracting is first approved by the State in a written instrument.
- B. If requested by the State, Contractor shall provide documentation that the proposed Subcontractor is experienced and able to perform that portion of the Services Contractor wishes to subcontract. Contractor shall require all Subcontractors to comply with the provisions of this Agreement. Contractor shall provide copies to the State of all agreements with Subcontractors who will perform Services pursuant to this Agreement. The State's approval of subcontracts shall in no way relieve Contractor of any of its responsibilities and obligations under this Agreement.

6. INDEMNIFICATION

Contractor shall indemnify, defend (with counsel satisfactory to the State), and hold harmless the State, its officers and employees, the Court, its judges, subordinate judicial officers, court executive officers, court administrators, officers and employees, and the agents, representatives, contractors, subcontractors, and volunteers of State and Court from any and all losses, costs, liabilities, claims, fees, penalties, interest and damages, including but not limited to reasonable attorneys' fees and costs (individually, a "Claim" and collectively, "Claims"), arising from, related to or in connection with Contractor's performance of, or failure to perform, this Agreement, in whole or in part, including any Claim founded upon the negligent acts or omissions, or intentional misconduct, of Contractor, its agents, employees, or Subcontractors.

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7. INSURANCE

- A. Insurance Required. Contractor will provide a Statement of Coverage providing evidence of its program of self-insurance for general liability, automobile liability, professional liability and workers' compensation/employers liability.
- B. No Reduction or Limit of Contractor's Obligation. Contractor's program of self-insurance shall not reduce or limit Contractor's contractual obligation to indemnify and defend the State. Acceptance of Contractor's program of self-insurance by the State shall not relieve or decrease the liability of Contractor hereunder.
- C. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Senior Manager of Business Services, by mail, at the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102. Contractor shall promptly submit a written report, in such form as may be required by the State, of all accidents, which occur in connection with this Agreement. The report must include at least the following information:
 - i. Name and address of the injured or deceased person(s);
 - ii. Name and address of Contractor's Subcontractor, if any;
 - iii. Name and address of Contractor's liability insurance carrier;
 - iv. A description of the circumstances surrounding the accident, whether any of the State's equipment, materials or staff were involved and the extent of damage to State and/or other property; and
 - v. A description of what effect, if any, the accident will have upon Contractor's ability to perform the Services.

8. TERMINATION FOR CAUSE

- A. Default. Each of the following shall constitute an event of default ("Event of Default"):
 - i. Contractor fails or refuses to perform any covenant contained in this Agreement at the time and in the manner provided.
 - ii. Any representation or warranty made by Contractor is untrue when made or becomes untrue during the term of this Agreement.
 - iii. Contractor is generally not paying its debts as they become due.
 - iv. Contractor voluntarily files a petition in bankruptcy or to take advantage of any bankruptcy, insolvency, or other debtors' relief law of any jurisdiction.
 - v. Contractor is subject to an involuntary petition in bankruptcy filed by its creditors that has not been dismissed within forty-five (45) days of its filing.
 - vi. Contractor makes an assignment for the benefit of its creditors.
 - vii. A custodian, receiver, trustee, or other officer with similar powers is appointed over

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any substantial part of Contractor's property.

viii. Contractor winds up or dissolves its business, or is liquidated.

- B. Remedies. On and after any Event of Default, the State shall have the right to exercise its contractual, legal and equitable remedies, which shall include, without limitation, the right to terminate this Agreement upon written notice or to seek specific performance of all or any part of this Agreement. In addition, the State shall have the right (but no obligation) to cure or cause to be cured on behalf of Contractor any Event of Default. Contractor shall pay to the State on demand all costs and expenses incurred by the State in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The State shall have the right to offset from any amounts due to Contractor under this Agreement, or any other agreement between the State or any California trial or appellate court and Contractor, all damages, losses, costs, fees, penalties, interest or expenses incurred by the State as a result of such Event of Default.

9. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- A. Contractor acknowledges that funding for this Agreement is conditioned upon appropriation by the California Legislature and allocation by the Judicial Council of California of sufficient funds to support the activities described in this Agreement. By written notice to Contractor, the State may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the State's budget, funding or financial resources. Such termination is in addition to the State's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation:
- i. The State will be liable only for payment in accordance with the terms of this Agreement for Services rendered and expenses incurred prior to the effective date of termination;
 - ii. Contractor shall be released from any further obligation to provide the Services affected by such termination; and
 - iii. Termination shall not prejudice any other right or remedy available to the State.

10. TERMINATION FOR CONVENIENCE

Either party shall have the option, in its sole discretion, to terminate this Agreement, in whole or in part, at any time during the term hereof, for convenience and without cause. The terminating party shall exercise this option by giving the other party at least thirty (30) calendar days' prior written notice of termination. The notice shall specify the date on which termination shall become effective.

11. ACTIONS OF CONTRACTOR UPON TERMINATION

- A. Immediately upon dispatch or receipt of a termination notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the specified date specified and to minimize the liability of Contractor and the State to third parties as a result of termination. All such actions shall

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be subject to the prior approval of the State, at the State's sole discretion. Without limiting the foregoing:

- i. The County will immediately forward to the AOC all collected fees held by the County on behalf of the AOC.
 - ii. The County will turn over to the AOC any records held by the County on collections in progress, including collections work being performed by any third party collections vendor.
- B. The County's obligation under this Agreement shall immediately cease upon termination hereof, and the AOC shall thereafter be responsible for any uncollected amounts.

12. EFFECT OF TERMINATION

- A. In addition to any other remedies and actions set forth in this Agreement, if this Agreement is terminated for cause, non-appropriation of funds, or for convenience, the following will apply:
- i. Payment Upon Termination. The State shall pay for Contractor's Services satisfactorily performed through the effective date of termination; provided, however, that in no event shall Contractor's total compensation pursuant to this Agreement exceed the Contract Amount.
 - ii. Offset and Deduction. The State may deduct from any payment upon termination:
 - a. All payments previously made by the State for Services covered by Contractor's final invoice.
 - b. The amount of any claim that the State may have against Contractor in connection with this Agreement.
 - c. Where Contractor is terminated for cause, in the event the State determines it must provide services to remedy the results of Contractor's inadequately performed Services, the State may deduct, from any amounts owed Contractor hereunder, the State's good faith estimate of the reasonable cost of replacing performance of such inadequately performed Services.

13. OWNERSHIP OF DATA

Everything created, developed or produced in the course of Contractor's direct or indirect performance of the Services, including, without limitation, any reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are works made for hire by Contractor for the State and are the sole property of the State without the payment of additional compensation to Contractor. Contractor shall provide the State with all Data within thirty (30) days of the State's written request.

14. PROPRIETARY OR CONFIDENTIAL INFORMATION OF STATE

- A. Contractor understands and agrees that, in the performance of the Services under this

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Agreement or in contemplation thereof, Contractor may have access to private or Confidential Information that may be owned or controlled by, or entrusted to, the State, the Court, their personnel or constituents and that the disclosure of such information to third parties may be damaging to the State or the Court. Contractor agrees that all information disclosed to Contractor in connection with this Agreement shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as Contractor uses to protect its own proprietary information and in any case, no less than a reasonably prudent person or entity would use to protect its own proprietary data. Contractor will ensure that any vendor performing Services on the County's behalf will safeguard as confidential all information shared between the parties, or between the Court and either of the parties, to carry out the purpose of this Agreement.

- B. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that Contractor has given reasonable prior notice of its intention to disclose in order to give the State or the Court an opportunity to seek a protective order.
- C. Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this provision and, accordingly, consents to injunctive relief for any breach or threatened breach hereof without the posting of any bond.
- D. The terms of this Agreement are not confidential.

15. AUDIT AND RETENTION OF RECORDS

Contractor shall permit authorized representatives of the State and/or its designee at any reasonable time to inspect, copy, or audit any and all records and documentation related to the performance of the Agreement, including records related to billings and other financial records. Contractor shall allow the auditor(s) access to such records during normal business hours and shall allow the auditor(s) to interview any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. Contractor shall maintain all records and documentation related to the performance of this Agreement, including records related to billings and other financial records, in an accessible location and condition for a period of not less than 4 years after final payment is received pursuant to this Agreement or until after final audit has been resolved, whichever is later. Contractor shall adequately protect all records against fire or other damage. The State of California, or any other government agency or entity having an interest in the subject of this Agreement, shall have the same rights conferred upon the State by this paragraph.

16. ACCOUNTING SYSTEM REQUIREMENTS

Contractor shall maintain an adequate system of accounting and internal controls in accordance with Generally Accepted Accounting Principles (GAAP).

17. **CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES**

- A. By executing this Agreement, Contractor certifies under penalty of perjury under the laws of the State of California that the following representations and warranties are true and correct as of the Effective Date of this Agreement, represents and warrants as follows, and certifies that the following covenants will not be breached:
- i. Nondiscrimination/No Harassment Provisions and Compliance.
 - a. Nondiscrimination. During the performance of this Agreement, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - b. No Harassment. During the performance of this Agreement, Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its Subcontractors interact in the performance of this Agreement. Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
 - c. FEHA. Contractor shall comply with all applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
 - d. Compliance with Americans with Disabilities Act. Contractor shall provide the Services specified in this Agreement in a manner that complies with the Americans with Disabilities Act, 42 United States Code Section 012101 *et seq.* and applicable regulations and guidelines in accordance therewith (the "ADA"), and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of Services, benefits or activities provided under this Agreement.
 - e. Notice to Labor Organizations. Contractor and its Subcontractors shall give written notice of their obligations under this clause to any labor organizations with which they have a collective bargaining or other agreement.
 - f. Compliance. Contractor shall include the nondiscrimination and compliance provisions of this paragraph in any and all subcontracts issued to perform Services under the Agreement.
 - ii. Conflict of Interest.

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- a. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of:
 - 1) Use of an official position with the government for private gain;
 - 2) Preferential treatment to any particular person associated with this Agreement;
 - 3) Loss of independence or impartiality;
 - 4) A decision made outside official channels; or
 - 5) Adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- b. The Contractor certifies and shall require any Subcontractor to certify as follows:
 - 1) Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part in the decision-making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her separation from State service.
- iii. Drug-Free Workplace. Contractor will provide a drug-free workplace as required by California Government Code Sections 8355 through 8357.
- iv. National Labor Relations Board. No more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two (2) year period because of Contractor's failure to comply with an order of the National Labor Relations Board.
- v. Licenses and Permits. Contractor and any Subcontractors providing Services under this Agreement have, and will maintain in full force and effect throughout the term of this Agreement, all licenses, permits, and qualifications legally required to provide the Services.
- vi. Covenant Against Gratuities. No gratuities, in the form of gifts, entertainment, or otherwise, were or will be offered by Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State or the Court with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement.
- vii. Signature Authority. All parties who sign this Agreement on behalf of Contractor are duly authorized to do so.

18. GENERAL

- A. Survival. Termination or expiration of this Agreement shall not affect, alter or impair the

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respective rights and obligations of the parties that accrue prior to the effective date of termination or expiration, except as otherwise expressly provided herein.

- B. No Endorsement. Contractor shall make no written or oral statement, which represents or implies any endorsement by the state of Contractor, its employees or subcontractors or the quality of the Contractor's, its employees' or subcontractor's services without the AOC's Business Services Manager's prior written consent, the granting of which shall be in the State's sole discretion. Nothing herein shall prevent Contractor's disclosure of the existence and nature of this Agreement.
- C. Assignment. The Services to be performed by Contractor are personal in nature and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Contractor, including delegation to one or more Subcontractors, unless such assignment or delegation is first approved by the State by written instrument executed and approved in the same manner as this Agreement. All of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives. Any assignment or delegation in violation hereof shall be null and void.
- D. Waiver. Either party's failure to enforce any of its rights pursuant to this Agreement shall not be construed as a waiver of such rights. Any waiver of any term of this Agreement must be in writing and executed by an authorized representative of the waiving party and shall not be construed as a waiver of any succeeding breach of the same, or breach of any other, term of this Agreement.
- E. Severability. The provisions of this Agreement are separate and severable. Should any court hold that any provision of this Agreement is invalid, void or unenforceable, then:
- i. The validity of other provisions of this Agreement shall not be affected or impaired thereby, and
 - ii. Such provision shall be enforced to the maximum extent possible so as to affect the reasonable intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- F. Compliance with Laws. Contractor shall keep itself fully informed of, and shall comply with, all applicable federal, state, and local laws, rules, regulations, rules of court and ordinances in any manner affecting the performance of this Agreement, as they may be amended from time to time. Contractor shall procure and keep in full force during the term of this Agreement any and all permits, licenses and qualifications necessary for the performance of the Services at no expense to the State.
- G. Time is of the Essence. Time is of the essence in Contractor's performance of this Agreement.
- H. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with California law, without regard to any conflict of law provisions that would direct the application of the laws of any other jurisdiction. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must

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be filed in San Francisco County, California, which shall be the sole venue for any such action.

I. Agreement Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given their reasonable interpretation.

J. Notices to the Parties. All notices, requests, demands, and other communications hereunder must be in writing and will be deemed to have been duly given when hand delivered or five (5) days after being deposited in the United States mail, if mailed by certified or registered mail, return receipt requested, postage prepaid, to the following contact information or at such other address as delivered by like notice:

To the State:

Administrative Office of the Courts
Center for Families, Children and the Courts
Attn: Melanie Jones, Project Manager
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

To the Contractor:

County of El Dorado
Attn: Laura Roth, Director of Revenue Recovery
330 Fair Lane
Placerville, CA 95667

With copy to:

Superior Court of California
County of El Dorado
Attn: Ms. Jackie Davenport, Deputy Court Executive Officer
2850 Fairlane Court
Placerville, CA 95667

K. Amendments. This Agreement may not be modified or amended, except by written instrument executed and approved by all parties in the same manner as this Agreement. Amendments to any component of the Agreement can be made only with prior written approval from the AOC's Business Services Manager. Requests for Amendments shall be submitted in writing and shall be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the AOC Business

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Services Manager reviews the request for an Amendment, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

- L. Entire Agreement. This Agreement, consisting of the Coversheet and all exhibits and attachments thereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties.

END OF EXHIBIT

EXHIBIT B
SCOPE OF SERVICES

1. COLLECTIONS PROGRAM

A. Accounts. Commencing on the Effective Date, the County on behalf of the AOC will collect Court-ordered attorneys' fees payable under Welfare and Institutions Code section 903.1 ("Accounts"). The County will not establish an Account from a Responsible Party if that Responsible Party has been determined to be unable to pay in accordance with the California Welfare and Institutions Code section 903.45.

B. Evaluation. The Accounts are the Court-ordered amounts owed by the Responsible Party, following the evaluation and hearing, as appropriate, of the County's designated financial evaluation officer in accordance Welfare and Institutions Code section 903.45.

C. Non-Delinquent Accounts. The County will perform collection activities on Accounts from the date of imposition until the earlier of the following: (i) the Account is collected, and (ii) this Agreement expires or is terminated.

D. Collection Efforts. Except as required by applicable law, the County's collection efforts on the Accounts shall be as set forth in Section 2, below. The County will notify the AOC at least 30 days in advance of material changes in its collection efforts.

E. Prioritization. The County shall use its standard prioritization scheme with respect to more than one outstanding account owed by one debtor in its collection activities. Aside from this prioritization, the AOC shall have no special rights or priorities in the County's collection efforts.

F. Uncollected Accounts. The County shall not be liable to the AOC for any uncollected Accounts.

G. Vendors. The County shall not transfer Accounts to any third party collections vendor without the express written consent of the AOC's Project Manager and any such transfer without such consent is void.

2. COLLECTION EFFORTS

In the collection of Accounts, the County will:

- A. employ skip tracing and other standard collection techniques to locate debtors, including the capability to: (1) communicate in Spanish, both orally and in written form; and (2) pursue debtors residing within the boundaries of the United States, including military bases and tribal lands;
- B. issue warning letters to advise debtors of outstanding obligation;

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- C. make telephone contact with delinquent debtors to apprise them of their failure to meet payment obligations;
- D. be able to receive Accounts on a daily basis, Monday through Friday, except days which are not business days for the Court or Contractor;
- E. file objections to the inclusion of outstanding fines and forfeitures in bankruptcy proceedings;
- F. provide various and ad hoc reports in an electronic or hardcopy format on a daily, weekly, and/or monthly basis, as requested by the AOC;
- G. comply with the reporting requirements set forth in this Agreement, and as required by the Judicial Council, and any future reporting requirements resulting from legislation or changes in law;
- H. adjust the receivable record within two (2) business days of any information transferred by the Court;
- I. be responsible for all start-up and on-going operational costs, including all cost associated with the transfer of paper records to electronic data;
- J. provide all equipment necessary for the conduct of its business;
- K. provide fully functional on-line inquiry capability into its collection system to designated Court staff at any requested Court location;
- L. refer accounts to external collection agencies;
- M. refer accounts to Franchise Tax Board Interagency Intercept and Court-Ordered Debt program as needed;
- N. deposit all amounts collected from Accounts in an interest bearing account; and
- O. each month, remit by check to the AOC, properly identified as Court Appointed Counsel - Juvenile Dependency Counsel Collection Program, the full gross amount collected hereunder during the prior month, plus any interest earned in the interest bearing account on that amount ("Amount Collected").

3. DELIVERABLES

Deliverables	Description	Due Date
1.	A report detailing activity during the calendar month in the form of a completed Attachment 1	10th of the month
2.	A report documenting the recommendations for discharge of accountability	10th of the month

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Deliverables	Description	Due Date
3.	A check remitted to the AOC for the gross amount collected during the month, plus any interest earned on the amount and properly identified as Court Appointed Counsel - Juvenile Dependency Counsel Collection Program.	10th of the month
4.	A Cost Recovery Spreadsheet in the form of Attachment 3.	10th of the month following the end of Service Periods 4 and 8.
5.	Annual Report in the form of a completed Attachment 2	10th of the month following the end of Service Periods 4 and 8.

4. DISCHARGE OF ACCOUNTABILITY

- A. Recommendations for discharge of accountability will come from the County as authorized by Government Code section 25257. The application for discharge from accountability shall comply with all of the requirements of Government Code section 25258. The County will submit Accounts to the Board of Supervisors for discharge of accountability only when the following conditions are met:
 - i. It has been determined that the cost of recovery exceeds that of collection;
 - ii. All collections efforts required under this Agreement have been performed; and
 - iii. The County has determined that the Responsible Party is without ability to pay; indigent; and/or, at least ten (10) years have elapsed from the due date of the Account.
 - iv. The Responsible Party is deceased;
 - v. The Responsible Party has filed bankruptcy.
- B. The County will notify the AOC of Accounts that have been submitted to the Board of Supervisors for discharge of accountability, and of any Board of Supervisors actions that orders Accounts discharged.

5. REPORTING REQUIREMENTS AND MANAGEMENT.

- A. Monthly Reports. The County will provide the AOC with a report detailing activity during each calendar month, no later than 10 calendar days after the end of each reporting month (Attachment 1). The report will contain the following information, for the preceding month and cumulatively for the year to date, as well as any other information requested pursuant to Section 2(D):
 - i. Total number of Responsible Parties referred for evaluation;
 - ii. Total number of Responsible Parties determined unable to pay due to impact on reunification, pursuant to Welfare and Institutions Code section 903.45;
 - iii. Total number of Responsible Parties determined unable to pay based on evaluation of family income and obligations, pursuant to Welfare and Institutions Code section 903.45;
 - iv. Total value of accounts;

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- v. Gross amount collected;
- vi. Amount of adjustments;
- vii. Amount paid as commission to any third party collection agency; and
- viii. Average amount assessed per responsible party.

B. Annual Reports. The County will provide the AOC with a report detailing activity during each fiscal year (July 1 – June 30), no later than September 1 following that fiscal year (Attachment 2). The report will contain the following information for the previous fiscal year:

- i. Number of Responsible Parties with open collections at the start of the fiscal year;
- ii. Dollar amount of open collections at the start of the fiscal year;
- iii. Number of Responsible Parties added in the fiscal year;
- iv. Dollar amount added in fiscal year;
- v. Total amount collected in fiscal year;
- vi. Number of Responsible Parties fully paid all fees owed in fiscal year;
- vii. Number of Responsible Parties with closed accounts at end of fiscal year¹;
- viii. Number of Responsible Parties with open collections at end of fiscal year; and
- ix. Dollar amount of open collections at end of fiscal year.

C. Cooperation and Management. The AOC and the County will work cooperatively to maximize revenue collections and the quality of customer service being provided. The AOC and the County have selected a project manager who will act as the contact person to facilitate the exchange of information and resolve any day-to-day issues. Additionally, the AOC and the County will conduct management level meetings as mutually agreed. It is anticipated that meetings will occur on a monthly basis initially.

END OF EXHIBIT

¹ This number equals the number of responsible parties who (a) do not have ongoing cases, and are therefore not subject to future assessment of fees, and who have fully paid all outstanding debt, or (b) whose accounts have been transferred from the county to another collections entity, and are reported on one of the other rows.

EXHIBIT C
PAYMENT TERMS

1. CONTRACT AMOUNT

The total amount the AOC may pay to the County under this Agreement for performing the Services set forth in Exhibit B, Scope of Services, shall not exceed the amounts set forth for the applicable Service Periods in Table 1, below, not to exceed the Contract Amount of **\$35,000.00** for the period July 1, 2012 through June 30, 2013.

Table 1: Service Periods and Maximum Reimbursement Amounts

Service Period No.	Service Periods Dates	Maximum Reimbursement Amount
1	July 1, 2012 - September 30, 2012	\$35,000.00 for Service Periods 1, 2, 3, and 4 combined
2	October 1, 2012 - December 31, 2012	
3	January 1, 2013 – March 31, 2013	
4	April 1, 2013 – June 30, 2013	
5	July 1, 2013 - September 30, 2013	\$35,000.00 for Service Periods 5, 6, 7, and 8 combined
6	October 1, 2013 - December 31, 2013	
7	January 1, 2014 – March 31, 2014	
8	April 1, 2014 – June 30, 2014	
Not To Exceed Contract Amount		\$70,000.00

2. COMPENSATION FOR SERVICES

Upon the AOC's receipt of an invoice and all monthly Deliverables during the Service period and Deliverable 5 following the end of Service Periods 4 and 8, the AOC will reimburse to the County the amount equal to the actual expenses incurred by the County to collect Accounts during the applicable Service period, not to exceed 25% of the Amount Collected during the same applicable Service period.

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3. MANNER OF PAYMENT

- A. Invoices. Within thirty (30) days after the end of each Service Period set forth in Table 1, above, the County shall submit one original and two copies of an invoice for payment for the Services rendered under this Agreement ("Invoices") for approval by the AOC. The County shall complete a Cost Recovery Spreadsheet (Attachment 3) for each month of the Service Period and submit them along with the invoice.
- B. The County shall submit all Invoices to:
- Administrative Office of the Courts
Center for Families, Children and the Courts
Attn: Melanie Jones
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
- C. All Invoices must include a reference to this Agreement, the Service Period, the dates and times Contractor performed the Services during the Service Period, a brief description of the Services performed in a format acceptable to the State, Contractor's Federal Tax Payer Identification Number, Contractor's name, address and remittance address (if different), and such other information as the State may require.
- D. The State shall endeavor to make payments to Contractor within sixty (60) days after receipt and approval by the State of the Invoices from Contractor. The State will not be in breach of this Agreement for failure to pay Contractor's Invoices on time unless:
- i. The State has received a reasonably detailed written notice of late payment from Contractor and
 - ii. The State has not made the delinquent payment(s) within thirty days of the State's receipt of such notice. In no event will the State be in breach of this Agreement for failure to pay Contractor's Invoices on time if such failure results from the Legislature's failure to approve and adopt a budget in a timely manner.
- E. In no event shall the State be liable for interest or late charges for any late payments.
- F. Contractor is responsible for paying, when due, all applicable income taxes, including estimated taxes, incurred as a result of the compensation paid by the State to Contractor for the Services. The State may offset any taxes paid by the State as a result of Contractor's breach of this provision against any sums owed to Contractor pursuant to the Agreement or otherwise. The State is exempt from federal excise taxes, and no payment will be made by the State for any taxes levied on Contractor's or any Subcontractor's employees' wages. The State will pay any applicable State of California or local sales or use taxes on the services rendered pursuant to this Agreement.

4. DISALLOWANCE

If Contractor claims or receives payment from the State for a Service or reimbursement that is later disallowed by the State, Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to Contractor under this Agreement or any other agreement.

5. PAYMENT DOES NOT IMPLY ACCEPTANCE OF SERVICES

The granting of any payment by the State, or the receipt thereof by Contractor, shall in no way alter the obligation of Contractor to remedy unsatisfactory performance of the Services. Services that do not conform to the requirements of this Agreement, in the State's judgment, may be rejected by the State. In such case, Contractor must remedy the unsatisfactory performance without delay to bring it into conformance with this Agreement.

END OF EXHIBIT

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JBCL APPENDIX

This JBCL Appendix contains the provisions required for compliance with Public Contract Code ("PCC"), part 2.5, enacted under Senate Bill 78 (Stats. 2011, ch. 10), and the Judicial Branch Contracting Manual ("JBCM") adopted pursuant to that law. In this appendix, (i) "Agreement" refers to the agreement into which this appendix is incorporated, (ii) "JBE" refers to the California judicial branch entity that is a party to the Agreement, (iii) "Contractor" refers to the other party to the Agreement, and (iv) "Consulting Services" refers to those services described in chapter 8, appendix C, section 1 of the JBCM.

1. Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause these representations and warranties to remain true during the term of this Agreement, and Contractor shall promptly notify the JBE if any representation and warranty becomes untrue.

1.1. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code section 12990 et seq.) and associated regulations (Code of Regulations, title 2, section 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor has notified in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

1.2. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

1.3. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.

1.4. Iran Contracting Act. Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the JBE to enter into this Agreement pursuant to PCC 2203(c).

2. Independent Contractor Status. Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor or its personnel and the JBE. Nothing Contractor does, or fails to do, in the performance of this Agreement will make Contractor or its personnel an employee of the JBE. The JBE will not provide to Contractor or its personnel the benefits that the JBE provides its employees.

3. Provisions Applicable Only to Certain Agreements. The provisions in this section are *applicable only to the types of agreements specified in the title of each subsection*. If the Agreement is not of the type described in the title of a subsection, then that subsection does not apply to the Agreement.

3.1. Agreements over \$10,000. This Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.

3.2. Agreements over \$50,000. No JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

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3.3. Agreements of \$100,000 or More. Contractor certifies that it is, and will remain for the term of the Agreement, in compliance with PCC 10295.3, which, subject to specified exceptions, generally prohibits discrimination in the provision of benefits between employees with spouses and employees with domestic partners, or discrimination between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discrimination between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees. Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the term of this Agreement) all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

3.4. Agreements for Services over \$200,000 (Excluding Consulting Services). Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

3.5. Agreements for the Purchase of Goods. Contractor shall not sell or use any article or product as a "loss leader" as defined in Business and Professions Code section 17030. If this Agreement provides for the purchase of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), with respect to these goods, Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible.

3.6. Agreements for Printing, Parts Cleaning, Janitorial, and Building Maintenance Services, or for the Purchase of Goods. Upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in products, materials, goods, or supplies offered or sold to the JBE regardless of whether the product meets the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

3.7. Agreements for Furnishing Equipment, Materials, Supplies, or for Laundering Services. Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the JBE under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the JBE.

3.8. Agreements that are Federally Funded. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the JBE by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of

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the parties to reflect any reduction in funds. The parties may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than 30 days' notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds. Exemptions from the above requirements may be granted if the JBE can certify in writing that federal funds are available for the term of this Agreement.

3.9. Agreements for which Contractor Has Committed to Achieve DVBE Participation.

Contractor shall within 60 days of receiving final payment under this Agreement certify in a report to the JBE: (i) the total amount the prime Contractor received under this Agreement; (ii) the name and address of any disabled veterans business enterprise ("DVBE") that participated in the performance of this Agreement; (iii) the amount each DVBE received from the Contractor; (iv) that all payments under this Agreement have been made to the DVBE; and (v) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

3.10. Agreements Resulting from Competitive Solicitations. Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to the Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.

3.11. Agreements for Legal Services. Contractor shall: (i) adhere to legal cost and billing guidelines designated by the JBE; (ii) adhere to litigation plans designated by the JBE, if applicable; (iii) adhere to case phasing of activities designated by the JBE, if applicable; (iv) submit and adhere to legal budgets as designated by the JBE; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the JBE; and (vi) submit to legal bill audits and law firm audits if so requested by the JBE, whether conducted by employees or designees of the JBE or by any legal cost-control provider retained by the JBE for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the JBE. If (a) the value of this Agreement is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either (A) 30 multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to 10 percent of the contract amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for non-renewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a judicial branch entity for legal services.

3.12. Agreements Allowing for Reimbursement of Contractor's Costs. Contractor must include with any request for reimbursement from the JBE a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

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3.13. Agreements Performed in California by Contractors that are Corporations, LLCs, or LPs. Contractor is, and will remain for the term of the Agreement, qualified to do business and in good standing in California.

3.14. Agreements with Contractors that Have Employees. Contractor must maintain during the term of this Agreement workers' compensation coverage to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1 million per accident or disease.

3.15. Agreements that the JBE Cannot Terminate for Convenience. The JBE's obligations under this Agreement are subject to the availability of applicable funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the initial appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. Upon notice, the JBE may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the JBE, for lack of appropriation of funds. Upon termination, the JBE will pay Contractor for the fair value of work satisfactorily performed prior to the termination, not to exceed the total Agreement amount.

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Sample
 Attachment 1
 Monthly Reporting Template

County **El Dorado**

Reporting Month Year:

Contact Information for Person Completing Form

Name: _____
 Phone: _____
 Email: _____

Total number of responsible parties (RPs) evaluated	
Total number of RPs not ordered to pay due to impact on reunification	
Total number of RPs not ordered to pay based on other financial hardship	

	Amount Paid as Commission to Third Party Collection Agency	Total Value of Accounts	Gross Amount Collected	Average Amount Assessed Per Responsible Party
County Collections Program				#DIV/0!
Private Collections Vendor				#DIV/0!
FTB Tax Intercept				#DIV/0!
Other				#DIV/0!
Total	\$0	\$0	\$0	#DIV/0!

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Sample
 Attachment 2
 Annual Reporting Template

Consolidated Section 111.2.1

COURT: San Diego County

Fiscal Year: 2019

Total Amount Collected in Fiscal Year	\$0.00
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Contact Information for Person Completing Form

Name: _____
 Phone: _____
 Email: _____

Total number of responsible parties (RPs) evaluating	
Total number of RPs not ordered to pay due to suspension/reinstatement	
Total number of RPs not ordered to pay based on other financial hardship	

	Number of RPs With Open Collections as of July 1	Dollar Amount of Open Collections as of July 1	Number of RPs Added July 1 - June 30	Dollar Amount Added July 1 - June 30	Total Amount Collected July 1 - June 30	Number of RPs Fully Paid July 1 - June 30	Number of RPs Account Closed July 1 - June 30	Number of RPs with Open Collections as of June 30	Dollar Amount of Open Collections as of June 30
Court Collections									
County Collections									
Private Collections Vendor									
FTB Tax Intercept									
Other									
Total	0	\$0.00	0	\$0.00	\$0.00	0	0	0	\$0.00

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Sample
 Attachment 3
 Collections Services Expenditures

Contact Information for Person Completing Form

Fiscal Year _____

Name: _____

Phone: _____

Email: _____

STAFF COSTS				
Position Classification	Total Hours Per Month	Hourly Salary Rate	Hourly Benefits Rate	Total Salary and Benefits for the Month
<i>(Sample) Clerk</i>	160	\$12.40	\$12.00	\$1,984.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Totals				\$0.00

Operating Expenses	Amount
Printed forms	
Telecommunications	
Postage	
Other (specify below)	
Totals	\$0.00

PRIVATE COLLECTIONS Commission			
Collection Vendor	Rate	Total Amt. Collected	FY 2010-11 Total Commission
<i>(Sample) Access Capital Services</i>	20%	\$1,000,000.00	\$200,000.00
			\$0.00
			\$0.00
Totals			\$0.00