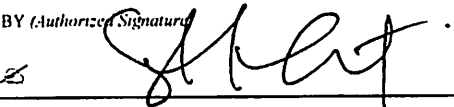
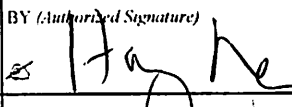


SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA
AGREEMENT rev 2-10-14

AGREEMENT NUMBER 17_FS_SA_1518_00

1. In this agreement ("Agreement"), the term "Contractor" refers to AllianceOne Receivables Management Inc., and the term "Court" refers to the Superior Court of California, County of Contra Costa.
2. This Agreement is effective as of June 29, 2015 ("Effective Date") and expires on December 31, 2018 ("Expiration Date").
3. The maximum amount the Court may pay Contractor under this Agreement is \$3,300,000 Not-To-Exceed during FY 15-16 (the "Contract Amount"). The Court and Contractor will re-evaluate contract amount in order to determine the Not-To-Exceed amount for subsequent years during the Initial Term.
4. The purpose or title of this Agreement is: **Collection Services**.
The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.
5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties' entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.
Appendix A – Background
Appendix B – Services
Appendix C - Payment Provisions
Appendix D – General Provisions

Superior Court of California, County of Contra Costa	AllianceOne Receivables Management Inc.
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Hon. Steven Austin, Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING Hank Neerborg CFO
DATE EXECUTED 6/29/15	DATE EXECUTED 6/30/15
ADDRESS 725 Court Street Martinez, CA. 94553	ADDRESS 4850 Street Road #300 Trevino, TX 79653

APPENDIX A BACKGROUND

1.0 BACKGROUND

1.1 WHEREAS, Contractor and the Judicial Council of California, Administrative Office of the Courts, on behalf of the Superior Courts and counties of the State of California, are parties to Judicial Council Master Agreement No. MA-201302 for collections services dated January 1, 2014. Consistent with the requirements of the Judicial Branch Contract Manual, this contract was the result of a competitive procurement process.;

1.2 WHEREAS, the Agreement sets forth the terms and conditions upon which Contractor will provide collections services to the superior Courts, counties, and certain other designated entities in the State of California, should any such party desire to engage Contractor for such services;

1.3 WHEREAS, Court pursues initial collection efforts on all accounts it establishes for unpaid fees, fines, forfeitures, penalties and assessments arising from criminal and traffic actions or proceedings;

1.4 WHEREAS, Court desires to engage Contractor to perform collection services ("Services") in accordance with the Agreement on selected accounts established by the Court and not fully paid 30 or more days from the date of their assessment or imposition, or on which an installment payment is not fully paid within 30 days of the date such payment was due under an installment payment plan ("Accounts").

1.5 This Agreement ("Agreement") is made and entered into on June 29, 2015 ("Effective Date") between the Superior Court of California County of Contra Costa ("CCSC" or Court) and AllianceOne Receivables Management Inc. ("Contractor") (individually, a "Party"; collectively, the "Parties").

1.6 This Agreement supersedes the Participation Agreement dated February 1, 2014 between the Court and Contractor.

APPENDIX B SERVICES

1. DEFINITIONS

The following defined terms used in this Agreement will have the meanings specified below:

- “Business Day” means any day on which the CCSC is open for business.
- “Client Data” means all data and information (i) which is created for a CCSC in the course of Contractor’s performance of its obligations under this Agreement, or ii) that has been submitted or made available to Contractor by or on behalf of the CCSC, including all data and information relating to the CCSC and their respective contractors, agents, employees, technology, operations, facilities, markets, products, capacities, systems, procedures, security practices, court records, court proceedings, research, development, business affairs and finances, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, patents and other intellectual property and proprietary information.

2. SERVICES

2.1 Scope of Services.

Contractor will provide any or all of the services set forth in Exhibit A, Statement of Work (the “Services”) to the CCSC upon execution by Contractor and the CCSC specifying the scope and range of the Services requested by the Court. Contractor shall perform and complete all Services in compliance with the requirements of this Agreement, and to the satisfaction of CCSC.

2.2 Scope of Other Services.

Accounts transferred to Contractor for collection services under this Agreement will qualify for the following Services.

- Collection services.* Contractor will perform collections activities on the Accounts transferred to it as set forth in Exhibit A. Court engages Contractor to perform all services enumerated any or all of the services set forth in Exhibit A, Statement of Work (the “Services”) to the CCSC upon execution by Contractor and CCSC specifying the scope and range of the Services requested by the CCSC. Contractor shall perform and complete all Services in compliance with the requirements of this Agreement, applicable to the satisfaction of the Court. Contractor will perform additional services according to Schedule
- Court Ordered Debt Program.* Contractor will refer Accounts it receives to the FTB Court Ordered Debt (“COD.”) Program, liaise with FTB regarding such Accounts under the terms and conditions set forth in Section Agreement.
- Contractor will refer to the FTB COD Program Accounts that meet the criteria set forth in Revenue and Taxation Code Section 19280, and all of the following criteria:

- i. The remaining balance owed on the case is [\$100] or more;
 - ii. Court records regarding the Account indicate that, during the past [six (6)] months, no payments have been received, no new payment plan has been agreed to by the defendant, and no adjustments have been made by the Court on the Account; or
 - iii. The Account has been rejected by the FTB COD Program for any reason, or returned to the Court as uncollectible.
- d. *Tax Intercept Program.* In addition to other Services provided hereunder, Contractor shall prepare an electronic file transfer for those accounts forwarded from Court that are eligible for the FTB Tax Intercept Program. Court will forward eligible Accounts to the FTB, liaise with FTB regarding such Accounts, and perform the equivalent administrative functions regarding such Accounts as that set forth in Section 1.3 of Exhibit A of the Agreement. Court staff will integrate the file with Court records also being sent. Court staff will assist with written instructions and procedures as necessary, which Contractor will follow.
- e. Contractor will forward to Court by the 5th day of each calendar month during the term of this Agreement via electronic transfer or remittance check representing the total amount of funds received by Contractor on Accounts during such period, with accompanying statements.
- f. Contractor will provide telephones at each court location that connect directly to AllianceOne at no cost to the Court. The number and locations of the phones are to be determined by the Court.

2.3 Obligation.

This Agreement does not obligate CCSC to contract with Contractor under this Agreement nor does it guarantee Contractor a specific volume of accounts.

2.4 Non-Exclusivity.

This is a non-exclusive agreement. The CCSC reserves the right to perform, or have others perform the Services, the right to bid the Services to others, or procure the Services by other means.

Contractor shall reasonably cooperate with any third parties retained by the CCSC to perform the Services.

2.5 Subcontracting.

Contractor will not subcontract or delegate any of its obligations under this Agreement.

APPENDIX C PAYMENT PROVISIONS

3.1 Fees. Contractor will accept all accounts for collection referred by a CCSC on a contingency fee basis. Compensation will be in accordance with Exhibit B, Fee Schedule. For victim restitution, Contractor's fee will be limited to the 10% administration fee allowed by statute and if authorized by a resolution by a County Board of Supervisors. Contractor will not be entitled to invoice the CCSC for this fee until the victim's restitution has been paid in full.

3.2 Expenses: Except as expressly set forth in this Agreement, all expenses relating to the Services are included in the fees. Contractor is responsible for all start-up and on-going operational costs, including all costs associated with the transfer of paper records to electronic data. There will be no additional fee for reporting to credit bureaus.

3.3 Payment Schedule: Each month during the term of this Agreement, and in such a manner that the CCSC receives Contractor's invoice within ten (10) Business Days after the last day of such month, Contractor shall invoice the CCSC for the Services satisfactorily performed during such month. Contractor will not withhold its fee from any collected amounts to be forwarded to the CCSC.

3.4 Time and Payment of invoices. Payment will be made net thirty (30) days after the CCSC's receipt of each itemized invoice, subject to CCSC's right to withhold amounts disputed by the CCSC. Contractor shall provide invoices with the level of detail reasonably requested by the CCSC.

3.5 Taxes. Unless otherwise required by law, the CCSC is exempt from federal excise taxes, and will not make payment for any personal property taxes levied on Contractor or for any taxes levied on employee wages. The CCSC shall pay for only federal, state or local sales, service, use, or similar taxes imposed on the Services.

3.6 FTB/DMV Collection. The California Department of Motor Vehicles (DMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an account that has been referred to the Contractor. The DMV and FTB will transmit these monies directly to the CCSC. Contractor will receive no compensation from those accounts where monies are collected by the DMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the DMV or collected by the FTB.

3.7 FTB Transfer Services. For FTB Transfer Services described in Section 1.3 of Exhibit A, Services, Contractor will invoice the CCSC, and will be compensated for collections performed by and received from the FTB, at rate identified in Exhibit B, Fee Schedule, net of the amount received from the FTB.

APPENDIX D GENERAL PROVISIONS

1. TERM/TERMINATION

1.1 Term. The term of this Agreement will commence upon the Effective Date and shall continue in full force and effect until December 31, 2018, unless earlier terminated in accordance with the termination provisions contained in this Agreement. The CCSC, in its sole discretion, will have the ability to renew this Agreement for up to three (3) additional successive one (1) year periods. If the CCSC elects to renew this Agreement, the CCSC may negotiate price adjustments applicable during the extension period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement.

1.2 Termination for Convenience. The CCSC may terminate this Agreement, in whole or in part, for convenience upon written notice to Contractor specifying the extent of the termination and its effective date, provided that Contractor has at least thirty days' notice.

1.3 Termination for Cause.

a. The CCSC may, by written notice of breach to Contractor, terminate this Agreement, in whole or in part, effective upon notice, for cause. Termination may be made for cause if any of the representations or warranties set forth in Section 5 become untrue at any time during the term of this Agreement, or if Contractor fails or is unable to meet any of its duties under this Agreement, and such failure is not cured within thirty (30) days of written notice of such failure, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the CCSC.

1.4 CCSC's failure to perform any of its responsibilities under this Agreement will not be deemed to be grounds for termination of this Agreement by Contractor; provided, however, that Contractor's nonperformance of its obligations under the Agreement will be excused if and to the extent: (i) such Contractor nonperformance results from the CCSC's failure to perform its responsibilities; and (ii) Contractor provides the CCSC with reasonable notice of such nonperformance and uses commercially reasonable efforts to perform notwithstanding the CCSC's failure to perform.

2. CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.

2.1 At all times during the term of this Agreement, and in the performance of the Services;

a. Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Services and the operation of Contractor's business;

b. Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable laws. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations.

c. Except where this Agreement specifically provides otherwise, Contractor is responsible for providing any and all facilities, assets, and resources (including personnel, facilities, equipment, and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations. Equipment, software licenses and third party service contracts to which access or use is being provided to Contractor will be provided on an "as is, where is" basis.

d. Contractor shall perform the Services with promptness and diligence, in a professional manner and will conform to the requirements of this Agreement. During the term of this Agreement, Contractor shall, at its sole cost and not as part of the charges for the Services, correct any non-conformity with the foregoing representation and warranty and will use best efforts to do so as expeditiously as possible.

2.2 Contractor represents and warrants:

a. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the CCSC with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement;

b. Contractor has full power and authority to enter into this Agreement.

c. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated herein have been duly authorized by all requisite corporate action.

d. The execution, delivery and performance of this Agreement will not constitute: (i) a violation of any judgment, order or decree; (ii) a material breach under any material contract by which it or any of its material assets are bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

e. There is no claim, or any litigation, proceeding, arbitration, investigation or controversy pending to which Contractor, any Contractor affiliate, any or Contractor agent is a party, relating to the Services, and which would have an adverse effect on Contractor's ability to enter into this Agreement or to perform the Services and, to the best of Contractor's knowledge, no such claim, litigation, proceeding, arbitration, investigation or material controversy has been threatened or is contemplated.

f. Contractor will perform the Services and its responsibilities under this Agreement in a manner that (i) does not infringe, or constitute an infringement, misappropriation or violation of, any copyright or trade secret of any third party, and (ii) to the best of Contractor's knowledge, does not infringe any patent rights or trademarks of any third party.

g. 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 CCSC and any CCSC.

h. Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with the CCSC.

i. To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.

j. Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

k. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

l. 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 sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 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 will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of non-discrimination.

m. 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.

2.3 The rights and remedies of the CCSC provided in this Section 5 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

3. PROVISIONS APPLICABLE TO CERTAIN AGREEMENTS. THE PROVISIONS IN THIS SECTION ARE APPLICABLE ONLY TO THE TYPES OF ORDERS SPECIFIED IN THE FIRST SENTENCE OF EACH SUBSECTION. IF THIS AGREEMENT IS NOT OF THE TYPE DESCRIBED IN THE FIRST SENTENCE OF A SUBSECTION, THEN THAT SUBSECTION DOES NOT APPLY TO THE AGREEMENT.

3.1 Union Activities Restrictions. Contractor agrees that no funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

3.2 Domestic Partners, Spouses, and Gender Discrimination. If the Contract Amount is \$100,000 or more, this section is applicable. Contractor is in compliance with, and throughout the term of this Agreement will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

3.3 Child Support Compliance Act. If the Contract Amount is \$100,000 or more, this section is applicable. 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 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 Priority Hiring 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 Iran Contracting Act. If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the CCSC an Iran Contracting Act certification as part of the solicitation process, this section is applicable. 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 forty-five (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 CCSC to enter into this Agreement pursuant to PCC 2203(c).

3.6 Antitrust Claims. Contractor shall assign to the CCSC 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 CCSC. Such assignment shall be made and become effective at the time the CCSC tenders final payment to Contractor. If the CCSC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the CCSC any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the CCSC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the CCSC shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the CCSC has not been injured thereby, or (b) the CCSC declines to file a court action for the cause of action.

3.7 Good Standing. Contractor is, and will remain for the term, qualified to do business and in good standing in California.

4. RECORDS; CONFIDENTIALITY

4.1 Data Security. Contractor shall establish and maintain safeguards against the destruction, loss or alteration of Client Data in the possession of Contractor. Contractor will ensure that only personnel and agents who require access to Client Data to perform the Services will have such access. Contractor will not transmit or otherwise send Client Data out of the United States nor will Contractor allow Client Data to be accessed from outside of the United States.

4.2 Ownership of Client Data. All Client Data provided by the CCSC is and will remain the property of the Court. The Court will have all right, title and interest, including worldwide ownership of trade secret rights, copyright and patents, in and to Client Data and all copies made from it. Except as set forth herein, without the Courts approval (in its sole discretion), Client Data shall not be (i) used by Contractor or its agents other than in connection with providing the Services, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Contractor or its agents or (iii) commercially exploited by or on behalf of Contractor or its agents.

4.3 Correction of Errors. At Contractor's expense, Contractor shall promptly correct any errors or inaccuracies in the Client Data to the extent such errors or inaccuracies were caused by Contractor or its agents.

4.4 Confidentiality. Contractor will treat Client Data as confidential information that will be protected from unauthorized use and disclosure with at least the same degree of care, but no less than a reasonable degree of care that Contractor employs with respect to its own information of a similar nature. Contractor shall require that its employees, agents, and subcontractors comply with the confidentiality restrictions of this Agreement. Subject to the provisions of this Section 7, Contractor may disclose Client Data to its subcontractors and consultants as reasonably necessary for the performance of the Services, provided that such subcontractor or consultant has signed a reasonable nondisclosure agreement. In the event of unauthorized disclosure or loss of Client Data, Contractor shall immediately notify the CCSC in writing. The obligations in this Section 7 shall not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that Contractor give prompt notice to the CCSC of such order in such time as to permit the CCSC to participate in the response to any such order) and will not apply with respect to information that (1) is independently developed by Contractor without violating the CCSC's proprietary rights; (2) is or becomes publicly known (other than through unauthorized disclosure); (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (4) is already known by Contractor at the time of disclosure, as shown by the Contractor's written records, and Contractor has no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the effective date of the Agreement; (5) is rightfully received by the Contractor free of any obligation of confidentiality; or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the CCSC.

4.5 Breach of Security or Confidentiality. In the event Contractor discovers a breach or potential breach in security relating to Client Data or unauthorized possession, use or knowledge, or attempt thereof, of Client Data, Contractor shall immediately (1) notify the affected CCSC and furnish to the CCSC the details of the security breach or unauthorized possession, use or knowledge, or attempt thereof, of Client Data; (2) assist the CCSC in investigating, curing, or preventing the recurrence of any security breach or unauthorized possession, use or knowledge, or attempt thereof, of Client Data; (3) cooperate with the CCSC in any litigation and investigation against third parties deemed necessary by the CCSC to protect its rights; and (4) provide the affected CCSC with assurance satisfactory to that CCSC that such breach or potential breach will not recur.

4.6 Return of Client Data. From time to time and upon the CCSC's request, Contractor will return, in a form acceptable to the CCSC, or destroy Client Data.

5. STAFFING

5.1 Project Manager. Contractor shall appoint a project manager (the "Project Manager") who, from the Effective Date, shall serve as the primary Contractor representative and project manager under this Agreement. Any change in the Project Manager will be subject to the CCSC's prior written approval (such decision not to be unreasonably withheld). Contractor shall notify the CCSC of the proposed assignment, introduce the individual to appropriate CCSC representatives and provide the CCSC with a resume and other information about the individual reasonably requested. The Project Manager shall (1) have overall responsibility for managing and coordinating the performance of Contractor obligations under this Agreement including the performance of all Contractor agents, and (2) be authorized to act for and bind Contractor and Contractor agents in connection with all aspects of the Agreement. The Project Manager shall respond promptly and fully to all CCSC inquiries during the term of this Agreement. The Project Manager responsibilities shall include: (1) providing administrative, supervisory, and technical direction to project staff; (2) monitoring performance hereunder for accuracy, timeliness, efficiency as required by the provisions of this Agreement (3) adhering to the terms and conditions of this Agreement and (4) coordinating the resolution of issues and the implementation and enforcement of problem escalation procedures.

5.2 Key Personnel. Contractor shall confer with the CCSC to determine the appropriate levels of staffing for the Services to be provided by Contractor to the CCSC. Where individual employees are assigned primarily or exclusively to provide Services to the CCSC, such Court will have the right to approve the identities and seniority levels of such employees. Contractor will identify in this Agreement the lead collectors and/or information technology personnel (the "Key Personnel") assigned to this Agreement. The CCSC has the right to interview and approve proposed Key Personnel prior to their assignment. Contractor shall not replace or reassign any Key Personnel for twelve (12) months from the date of assignment, unless the CCSC consents to reassignment or replacement, or such Key Personnel (1) voluntarily resigns or takes a leave of absence from Contractor, (2) is dismissed by Contractor for misconduct (i.e., fraud, drug abuse, theft) or fails to comply with Contractor's conduct guidelines, (3) fails to perform his or her duties and responsibilities, (4) dies or is unable to work due to his or her disability, or (5) voluntarily requests reassignment for reasons of personal hardship (but specifically excluding career advancement and job satisfaction considerations). If Contractor needs to replace Key Personnel for any of the foregoing reasons, Contractor shall (1) notify the Court immediately, (2) provide resumes for proposed replacement Key Personnel within five (5) Business Days of occurrence of so notifying the CCSC, and (3) assume all costs and expenses associated with the transition of work to such replacement personnel, including any costs associated with familiarizing such replacement Key Personnel with the Services.

5.3 On-Site Staff.

Contractor is not required to perform services under this Agreement on-site at Court locations.

6. AUDITS

6.1 Services. Except with respect to records and supporting documentation subject to Section 9.2 below, upon reasonable prior notice from the CCSC, Contractor shall provide, and shall cause its agents to provide, the CCSC and any regulatory entity with reasonable access to records related to Contractor's performance of the Services and any reasonable assistance that they may require for the purpose of performing audits. In addition to the provisions of Section 9.3, if any audit by an auditor designated by the CCSC or a regulatory authority results in Contractor being notified that Contractor or its agents are not in compliance with this Agreement any applicable audit requirement or any applicable law, Contractor shall, and shall cause its agents to, promptly take actions to comply as directed by the CCSC.

6.2 Records. Upon the CCSC request, the CCSC or its designated representative has the right to audit and copy any records and supporting documentation pertaining to performance under this Agreement (excluding any cost information or internal financial audit reports except to the extent necessary to confirm the accuracy of payments made). Contractor shall maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated by applicable law. Contractor shall allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor shall include a similar right of the CCSC to audit records and interview staff in any subcontract related to performance of this Agreement. Any audit will be conducted during normal business hours upon reasonable advance written notice.

6.3 Overcharges. If, as a result of an audit hereunder, the CCSC determines that Contractor has overcharged the CCSC, it will notify Contractor of the amount of any overcharge and Contractor shall promptly pay to the CCSC the amount of such overcharge, plus interest, calculated from the date of receipt by Contractor of such overcharged amount until the date of payment to the CCSC.

In the event any such audit reveals an overcharge to the CCSC of five percent (5%) or more in the aggregate of the fees paid by the CCSC during any one year period (net of any undercharges in such year), Contractor shall, at the CCSC's option, issue to the CCSC a credit against the fees, or reimburse the CCSC, in an amount equal to the cost of such audit.

6.4 Audit Results. Contractor shall make available promptly to the CCSC the results of a review or audit conducted by Contractor, its agents, or their respective contractors, agents or representatives (including internal and external auditors), relating to Contractor's operating practices and procedures to the extent relevant to the Services or the CCSC.

7. TRANSITION SERVICES

7.1 Upon expiration or termination of this Agreement, Contractor shall provide to the CCSC proof of destruction of hard copy information of accounts transferred to Contractor for collection; all electronic account information must be deleted from Contractor's computer systems, including backup copies. In addition, Contractor shall send a letter to all accounts notifying them that Contractor will no longer be handling the account.

7.2 Contractor shall continue to forward all payments received by it to the appropriate CCSC. If Contractor forwards payment to the CCSC within 60 days of expiration or termination of this Agreement, the CCSC will pay Contractor the fee identified in the Exhibit B, Fee Schedule. If the

Contractor forwards payment to the CCSC after 60 days of expiration or termination of the Agreement or Participation Agreement, the Contractor will no longer be due, nor will the CCSC pay a fee.

7.3 A CCSC may request Contractor to transfer accounts to a new Contractor in a format described by that CCSC. The CCSC has the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to the CCSC.

8. INDEMNITIES; LIMITATION OF LIABILITY

8.1 General Indemnity. Contractor shall indemnify, defend, and save harmless the CCSC, and their respective officers, agents and employees from and against any and all losses, costs, including reasonable attorneys' fees, liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all claims that arise out or are connected or related to the Services, Contractor's obligations under this Agreement, and a breach of Contractor's representation and warranties under this Agreement. The CCSC will notify Contractor in writing within thirty (30) days of the CCSC's first knowledge of such claim.

8.2 Intellectual Property Indemnity. Contractor shall indemnify, defend, and save harmless CCSC, and their respective officers, agents and employees from and against any and all losses, costs, including reasonable attorneys' fees, liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims which arise out of any actual or alleged infringement or misappropriation of any patent, trade secret, copyright or other proprietary rights by (including use of) the software, systems, or other subject matter provided by Contractor or Contractor's agents to the agents under this Agreement (collectively, the "Covered Items"). The CCSC will notify Contractor in writing within thirty (30) days of the CCSC's first knowledge of such claim.

If any Covered Items are held to, or the CCSC or Contractor believe they may, infringe any third party intellectual property rights, then Contractor shall at the CCSC's request (including their respective subcontractors) the right to continue to use such Covered Items as provided in this Agreement; or (2) replace or modify such Covered Items so as to make them non-infringing, provided that the replacement materials or modified Covered Items provide functionality substantially the same as the unmodified Covered Items. Contractor shall have no liability for any claim of infringement under this Section 10 to the extent based on (i) the use of a superseded or altered release of any Covered Items by the CCSC if the infringement could have been avoided by the use of the current unaltered release of such Covered Items that Contractor provided to the CCSC and the CCSC had agreed in advance to install; (ii) the use of such Covered Items by the CCSC other than in accordance with their specifications as delivered in writing in advance to the CCSC by Contractor, (iii) use of information or materials not provided by Contractor with the Covered Items (unless such information or materials were approved by Contractor or the Covered Items were intended to be used with such information or materials), if the infringement could have been avoided by the use of the Covered Items alone; or (iv) Covered Items necessarily created to meet CCSC-designed specifications, without the use of the Contractor's judgment.

8.3 In no event will the CCSC be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whether in an action in contract or tort (including negligence and strict liability), including without limitation lost data, profits, and revenues, even if advised of the possibility of such damages.

8.4 In no event will the CCSC aggregate liability for direct damages to contractor arising out of or related to this Agreement for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence and strict liability), exceed the amounts payable hereunder in the twelve months prior to the date the cause of action arose.

8.5 The limitations of liability contained in this section reflect a deliberate and bargained for allocation of risks between the parties and are intended to be independent of any exclusive remedies available under this Agreement, including any failure of such remedies to achieve their essential purpose.

9. INSURANCE

9.1 General Insurance Requirements. Contractor shall obtain and maintain the minimum insurance set forth in this Section 12 below. By requiring such minimum insurance, the CCSC will be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy will be written on an "occurrence" form. Each insurer must be reputable and financially responsible insurance carriers, with a Best's minimum rating of "A+" (or any future equivalent").

9.2 Minimum Scope & Limits of Coverage. Contractor shall maintain the following minimum coverage:

- a. Workers' Compensation at statutory requirements of the state of residency;
- b. Employers' Liability with minimum limits of \$1,000,000.00 for each accident/each employee covering all employees;
- c. Commercial General Liability Insurance, including bodily injury and property damage coverage with minimum limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate where applicable;
- d. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, including owned and non-owned and hired automobile coverage, as applicable;
- e. Commercial Crime Insurance with minimum fidelity limits of \$1,000,000.00 per claim, minimum forgery limits of \$1,000,000.00 per claim, and minimum theft limits of \$1,000,000.00 per claim; and
- f. Errors and Omissions Liability insurance appropriate to the Contractor's profession. Coverage shall be for a professional error, act or omission arising out of the Services with limits not less than \$1,000,000 each claim/\$2,000,000 aggregate.

9.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CCSC. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to CCSC and will be the sole responsibility of Contractor.

9.4 Endorsements; Additional Insureds. All insurance that Contractor is required to carry under this Agreement shall

a. with respect to commercial general liability and commercial criminal insurance, be endorsed to name the CCSC and any CCSC as additional named insureds; and

b. require the insurer to provide at last thirty (30) days prior written notice to the CCSC and any CCSC of cancellation.

9.5 To the extent of Contractor's negligence or misconduct, Contractor's insurance coverage will be primary insurance with respect to the CCSC, a CCSC, and their respective officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the CCSC or a CCSC, and their respective officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

9.6 Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

9.7 Contractor will provide the CCSC, with certificates of insurance satisfactory to the CCSC, evidencing all required coverage before Contractor performs any Services, and provide complete copies of each policy upon request. Contractor shall also furnish separate certificates of insurance for each subcontractor. Insurance coverage provided any subcontractors as evidence of compliance with the insurance requirements of this Section 12 shall be subject to all of the requirements stated herein except for professional errors and omissions liability insurance.

9.8 Waiver of Subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the CCSC. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the CCSC for all costs and liability caused by Contractor's breach.

10. DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve potential disputes informally and promptly. If a dispute persists, either Party may submit a written demand to the other Party at the earliest practicable time that the dispute is identified (the "Demand"). The Demand will: (i) be fully supported by detailed factual information; (ii) state the specific provisions on which the Demand is based; and (iii) if the Demand involves a cost adjustment, state the exact amount of the cost adjustment accompanied by all records supporting the Demand. The Demand shall include a written statement signed by an authorized person indicating that the Demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the adjustment for which the submitting Party believes the other Party is responsible. To assist the other Party in its review of the Demand, the submitting Party shall comply with reasonable requests for additional information. The receiving Party shall provide a written response to the submitting Party's Demand stating a decision as to whether the receiving Party accepts or rejects the Demand. Failure by the receiving Party to provide such a response shall be deemed a decision by the receiving Party constituting a rejection of the Demand.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement and its Exhibit(s) constitute the entire understanding between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not included in this Agreement, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11.2 Amendment. No addition to or alteration of the terms of this Agreement will be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by the governing bodies of each of the parties to this Agreement.

11.3 Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. If the final date for payment of any amount or performance of any act falls on a Saturday, Sunday or holiday, such payment shall be made or act performed on the next succeeding business day.

11.4 Headings. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

11.5 Survival. Provisions that will survive any termination or expiration of this Agreement include, but are not limited to, those provisions relating to Indemnity, Limitation of Liability, Insurance, Representations and Warranties, and Audit Rights.

11.6 Further Assurances. Each Party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this Agreement.

11.7 Time of Performance. Time is of the essence in the performance of each of the provisions of this Agreement.

11.8 Assignment. The Agreement will not be assignable by either Party in whole or in part (whether by operation of law or otherwise) without the written consent of the other Party; provided that the CCSC may, without the Contractor's consent, assign this Agreement or any of its rights or delegate any of its duties under this Agreement to any state or local government entity or agency in California. Any assignment made in contravention of the foregoing will be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

11.9 Notices. Any notices required or permitted by this Agreement will be in writing and may (a) be personally delivered; (b) be mailed by depositing such notice in the United States mail, first class postage prepaid; or (c) be sent by reputable overnight delivery service; addressed as follows or to such other place as each Party may designate by subsequent written notice to the other Party:

If to CCSC; Fae Le
Senior Financial Services Manager

725 Court Street
Martinez, CA 94553

If to Contractor: AllianceOne Receivables Management, Inc.
4850 Street Road, Suite 300
Attn: Harry Neerenberg, CFO

Either Party may change its address for notification purposes by giving the other Party written notice of the new address in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) Business Days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

11.10 Waiver. Any waiver by either Party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other term of this Agreement.

11.11 Counsel and Drafting. Each Party, by its due execution of this Agreement, represents to the other Party that it has reviewed each term of this Agreement with their counsel, or has had the opportunity for such review with their counsel. No Party will deny the validity of this Agreement on the ground that such Party did not have the advice of counsel. Each Party has had the opportunity to participate in drafting and preparation of this Agreement. The provisions and terms of this Agreement will be interpreted in accordance with the plain meaning thereof, and will not be construed in favor or against either Party.

11.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.

11.13 Severability. In the event any provision of this Agreement is held by a court of competent jurisdiction or arbitration to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

11.14 Governing Law. The Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions and Contractor hereby irrevocably submits to the exclusive jurisdiction of the state and federal district courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

11.15 Independent Contractor. Contractor shall perform this Agreement as an independent Contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. Contractor and the officers, agents and employees of Contractor are not, and will not be deemed, employees of the CCSC for any purpose, including workers' compensation, and will not be entitled to any of the benefits accorded to employees of the CCSC. Contractor shall determine, at its own risk and expense, the method and manner by which the duties imposed on Contractor in general by this Agreement will be performed; provided, however, that the CCSC may monitor the work performed. The CCSC will neither deduct nor withhold any amounts whatsoever from the reimbursement paid to Contractor, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. Contractor alone shall be responsible for all such payments.

11.16 Order of Precedence. In the event of a conflict between this Agreement and the terms of any of the Exhibits, the terms of the Agreement will prevail.

11.17 Consents and Approvals. All consents and approvals to be given by either Party under this Agreement will not be unreasonably withheld or delayed, and such consents and approvals will not be construed as relieving a Party of its obligations or as a waiver of its rights under this Agreement.

11.18 Survival. Termination of this Agreement does not affect the rights and/or obligations of the Parties that arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such expiration or termination. Terms which survive any termination or expiration of this Agreement include, but are not limited to, data security and confidentiality indemnity, warranties, infringement indemnity, audit rights, and assignment.

11.19 Publicity. Unless otherwise exempted, news releases and other public disclosures pertaining to this Agreement will not be made without prior written approval of the CCSC's Business Services Manager. Third Party Beneficiaries. Except as otherwise provided by this Agreement with respect to the CCSC and their agents, each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties.

11.20 Further Assurances. Each party hereto agrees to cooperate with the other, and to execute and deliver or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:
AllianceOne Receivables Management Inc.

Superior Court of California
County of Contra Costa

By: Harv Neer
Name: Harv Neer
Title: CFD
Date: 6/30/15

By: SA Austin
Name: Hon. Steven Austin
Title: Presiding Judge
Date: June 29, 2015

EXHIBIT A STATEMENT OF WORK

1. Statement Of Work

1.1 Required Account Services

Any Proposer selected by the CCSC ("Contractor") will be required to provide collection services for Accounts due and payable from members of the public to the CCSC, including but not limited to the following:

- (a) Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions;
- (b) Criminal justice related fees, reimbursements, and other legally enforceable debts;
- (c) Civil, family law, and juvenile law fees, including filing fees;
- (d) Probation, guardianship, conservatorships, and public defender fees;
- (e) Sanctions imposed by the CCSC;
- (f) Direct restitution to victim ordered pursuant to California Penal Code section 1202.4 (a) 1;
- (g) Victim restitution fund fines ordered pursuant to California Penal Code section 1202.4 (b) 1;
- (h) Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.;
- (i) Reimbursement owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases;
- (j) Fees, penalties, fines, or reimbursements owed to the California State Bar pursuant to California Rule of Court, rule 9.10(g), and California Business and Professions Code sections 6086.1 O(a) and 6140.S(a); and
- (k) Any other legally enforceable debt owed to CCSC has a right to collect.

1.2 Contractor will, in the collection of Accounts:

- (a) Employ skip tracing and other standard collection techniques to locate debtors, including the capability to: (1) communicate in Spanish (or other languages, as needed), 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) Report outstanding receivables on behalf of the CCSC to a nationally available credit history reporting database (credit bureau) approved by the CCSC; there shall be no additional fee for this service;

(c) Transfer funds electronically, and be able to receive Accounts on a daily basis, Monday through Friday, except days which are not business days for the relevant CCSC;

(d) If requested by CCSC, provide staff, including bilingual individuals, and necessary equipment, at public counter areas to assist the public (e.g. accept payments, answer questions, set-up payment arrangements, etc.) during all hours the CCSC is open to the public;

(e) Provide various and multiple reports in an electronic or hardcopy format on a daily, weekly, and/or monthly basis, as requested by the CCSC;

(f) Comply to the extent possible with the reporting requirements set forth in Penal Code section 1463.010, as required by the Judicial Council/CCSC, and any future reporting requirements resulting from legislation or regulation;

(g) Adjust the receivable record within two (2) business days of any information transferred by the CCSC;

(h) Remit the entire gross amount of all receivables collected to the CCSC preferably in electronic format on a daily, weekly or monthly basis at the discretion of the CCSC, together with supporting documentation;

(i) Ensure that all data it receives from, processes, or transmits to any CCSC is not stored, accessed from, or transmitted outside the United States;

(j) Contractor will be responsible for all start-up and on-going operational costs, including all cost associated with the transfer of paper records to electronic data;

(k) Contractor will provide computer terminals or dial-up or internet access for access to its system, and all necessary phones and related equipment, at its own cost and expense, including phone charges and supplies, and will provide all additional equipment necessary for the conduct of its business except that equipment specifically provided by the CCSC; and

(l) Contractor will provide fully functional on-line inquiry capability into its collection system to designated CCSC staff at any requested CCSC's location

(m) If requested by CCSC, Contractor will provide a list of old cases (infraction cases older than 5 years and misdemeanor cases older than 10 years) annually, or as specified by the CCSC. The CCSC may request a list of cases, but only the collecting entity can review these cases and determine eligibility for discharge under Government Code section 25257-25259.95. The CCSC may recall eligible cases from the Contractor or instruct Contractor to transfer select cases to the FTB-COD and/or FTB-IIC program for additional collection efforts. The Discharge from Accountability Report sample attached hereto in Appendix A-1.

1.3 FTB Transfer Services (At Option of CCSC)

A CCSC may request Contractor to transfer any or all accounts, including accounts transferred to Contractor for collection, to the FTB for further collection efforts in a format described by that CCSC. Upon such a referral to the FTB, Contractor will cease all collection work on the account, but will remain responsible for canceling and adjusting all accounts, as appropriate and answering inquiries related to the FTB from debtors. If the CCSC selects these optional services, the Contractor will be responsible for all programming costs associated with the identification, transfer, and separate reporting of accounts referred to the FTB.

1.4 Credit Reporting

Contractor will be able to report outstanding receivable on behalf of the CCSC to the three nationally available credit history reporting databases (credit bureaus). There will be no additional fee for this service.

1.5 Account Recall

The CCSC may recall an Account transferred for collection without a charge or penalty imposed, if during the past six (6) months no payments have been received, no new payment has been agreed to by the debtor, and no adjustments have been made by the Court. Recall of other Accounts will be on the terms and conditions agreed by the parties in the Agreement. The CCSC shall prescribe the criteria and procedures for returning uncollected Accounts.

1.6 Indemnification.

Contractor shall indemnify and save harm less Court and its respective judges, subordinate judicial officers, officers, agents and employees from and against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property resulting directly or indirectly from Contractors performance of this Agreement. Including, but not limited to, the use of Contractor's facilities or equipment provided by Court or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Court, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Court and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.

1.7 Reporting Requirements

- (a) Contractor shall comply with the then-current reporting requirements set forth in Penal Code Section 1463.010, any other applicable state law or regulation, and as specified by the Judicial Council/ CCSC.
- (b) Unless otherwise set forth by a CCSC in its Agreement, Contractor will provide the reports described in this Section 1.5 to CCSC, in the form attached hereto as

Appendix A-1, and will agree to provide any additional reports required by the CCSC. At the CCSC's option, the reports may be electronically transferred or provided in hardcopy format.

- (c) Unless otherwise indicated, all information must be reported by category with subtotals per category and a grand total. Whenever debtors' names are displayed, they will be displayed last name first.
- (d) The Contractor will provide sample reports to the CCSC for approval prior to implementation and as changes are made during the term of the Agreement.

Reporting Requirements. Notwithstanding the required reports and schedule of reports set forth in Exhibit A, Statement of Work, the parties hereto agree that Contractor will provide reports on the following schedule:

- Acknowledgement report within two (2) business days
- Inventory report upon request including inventory of previous contractor cases referred
- Remittance report weekly
- Cancel and return report monthly
- History report upon request
- Daily fax or email of any account that has been paid-in-full by cash transaction
- Report of collections for cases from previous contractor
- Aging report for cases from previous contractor

Contractor will provide additional reports upon request by the Court.

1.7.1 Acknowledgment Report

Contractor shall supply an account payment history for each Account on the CCSC's request. An account payment history shall include the following:

- (a) Debtor's name and case number.
- (b) The amount of bail and/or fine referred, the amount applied to the bail and/or fine and any balance remaining.
- (c) The amount of civil assessment added (separate from the bail and/or fine), the amount applied to the civil assessment and any balance remaining.
- (d) A chronological list of payments.

1.7.2 Acknowledgment Report

Upon request, Contractor will provide a complete list to the CCSC of all Accounts by account category each time the CCSC refers Accounts to it. The report will be provided within two business days following the date the Contractor can access the referrals, and will list as applicable: 1)

debtor's name; 2) case number; 3) appearance date or fine due date; 4) amount of bail, fine, or debt referred; 5) total item count; and 6) total bail, fine, or debt amount referred.

1.7.3 Daily Payment Transmittal Report

Upon request, Contractor will provide the CCSC a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which a payment has been made, and for each such account, where applicable: 1) debtor's name; 2) case number; 3) balance owed; 4) previous amount paid; 5) amount of current payment; 6) total paid; and 7) balance due. The daily payment transmittal report will also indicate how the current payment was distributed; e.g., amount applied to bail and/or fine, amount applied to civil assessment. The last line will be the total of all amounts in each column. The daily payment transmittal report will be sorted first by account category, then alphabetically, beginning with the debtor's last name.

1.7.4 Daily Adjustment Report

Upon request, on the business day following the processing of any adjustment on any Account, Contractor will provide the CCSC with a daily report of each Account where an adjustment has been made to any previously applied payment or amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash". Examples of adjustment reasons in each category are listed below (a CCSC may add other adjustment reasons or categories in the future).

- (a) Cash-related Adjustment Reasons include:
 - Returned Check
 - Misapplied Payment
 - Overpayment
- (b) Non-Cash-related Adjustment reasons include:
 - Referred in Error by the CCSC
 - Incorrect Amount Referred
 - Payment collected by the CCSC
 - Reduced by lawful court order
 - Increased by lawful court order
 - Assigned to Public Work Service

The daily adjustment report will include the following information, as applicable: 1) Debtor's name (sorted by last name); 2) case number; 3) adjustment reason code (2 or 3 characters); 4) original bail, fine, or debt amount referred or owed; 5) new bail, fine, or debt amount owed; 6) type of change (increase or decrease); 7) original civil assessment owed; and 8) the new civil assessment owed. The report will contain an adjustment reason code legend.

1.7.5 Summary of Account Activity Report

Within five (5) business days after the end of each calendar month, Contractor will provide CCSC a summary of Account activity for that month. The report will display all information by group with subtotals for each group and a grand total.

1.7.6 Agency Activity Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide the CCSC a summary of the activity performed by Contractor on the CCSC's Accounts. The information contained on the report may be used to measure performance goals and compliance with any performance standards established by the CCSC or as approved by the Judicial Council.

1.7.7 Collection Analysis Report

Within five (5) business days after the end of each calendar month, or unless otherwise agreed in writing, Contractor will provide a summary of collections for the month and include referrals in numbers and dollar value, gross collections in dollars and percentages matched against the month the account was placed, non-cash adjustments and commission expense in dollars and percentages, and Accounts remaining.

1.7.8 Account Status Report

Within five (5) business days of the end of each calendar month, Contractor will provide the CCSC a complete listing of all such CCSC's Accounts, by location, currently held by the Contractor. The report shall be on disc or other electronic media that does not require the Contractor or the CCSC to produce a hard copy report. The account status report will include, as applicable, 1) the debtor's name; 2) case number; 3) referral; 4) beginning balance; 5) total payments and adjustments; and 6) the current balance. The account status report will be sorted alphabetically by debtor's last name.

1.7.9 Contractor Computer Systems

(a) Contractor's computer system will be capable of interfacing, and will interface its computer system, with the CCSC's existing criminal, traffic, minor offense and/or CCSC's accounting systems.

(b) Contractor's computer system must also be capable of interfacing, and will interface its computer system, with the CCSC's planned replacement for its case management or accounting systems. As such, it must, at a minimum, be capable of processing a standard formatted file with the following information:

- i) Case number
- ii) Debtor name, address, phone number & demographics
- iii) Account type and status
- iv) Case balance
- v) Next payment

1.8 Transition Services

The CCSC may request Contractor to transfer accounts to a new Contractor in a format described by the CCSC. The CCSC shall have the right to withhold Contractor's last payment until accounts have been transferred in a format acceptable to the CCSC. Upon expiration or termination of a Agreement Contractor will:

- (a) destroy all hard copy account information of the affected CCSC;
- (b) delete all electronic account information from its computer systems, including backup copies;
- (c) send a letter to all Accounts notifying them that Contractor will no longer be handling the Account;
- (d) Contractor will continue to forward all payments sent to it by any Account to the CCSC. If payment is forwarded to the CCSC within 60 calendar days of expiration or termination of the Agreement or Participation Agreement, the CCSC will pay Contractor the fee identified in the Agreement. If the Contractor forwards payment to the CCSC after 60 calendar days of expiration or termination of the Agreement or Participation Agreement, the Contractor will no longer be due, nor will the CCSC pay, a fee.

1.9 Pricing Structure

1.9.1 Contractor will accept all Accounts referred by a CCSC on a contingency fee basis, understanding that compensation will be paid only from those monies collected by the Contractor and allocated as noted below.

1.9.2 Except for services described in Section 1.3, for which Contractor will propose a separate fee structure, Contractor's sole payment for all of the services set out in this Exhibit A, including any required equipment, staff, or work necessary to enable Contractor to perform or a CCSC to receive the services, will be the percentage commission set out in Exhibit B, Fee Schedule.

1.9.3 For victim restitution fines, Contractor's fee will be limited to the 10% administration fee allowed by Penal Code section 1202.4(a) and if authorized by a resolution by a county Board of Supervisors. For direct restitution to victim, Contractor's fee is limited to an administrative fee of up to 15% of total amount ordered, as allowed by Penal Code section 1203.1 (1). Contractor will not be entitled to invoice a CCSC for these fees until the victim's restitution has been paid in full.

1.9.4 For the optional services described in Section 1.3, Contractor will invoice the CCSC, and will be compensated for collections performed by and received from FTB, at the rate identified in Exhibit B, Fee Schedule, which will be calculated on the amount received from the FTB net of FTB's commission.

1.9.5 Contractor understands that the California Department of Motor Vehicles (OMV), and the California Franchise Tax Board (FTB) under its Tax Intercept Program, will sometimes collect the money due on an Account that has been referred to the Contractor. The OMV and FTB will transmit these monies directly to the Court or County. Absent a specific agreement with the CCSC,

Agreement No 17_FS_SA_1518_00 between Superior Court of California County of Contra Costa and AllianceOne Receivables Management Inc.

Contractor shall receive no compensation from those accounts where monies are collected by the OMV or the FTB; i.e., no fee will be paid to Contractor if the debt is paid through the OMV or collected by the FTB.

APPENDIX A-1
Report Samples

Acknowledgement Report - [Category] - Date XXXXXX

Acknowledgement of Referrals Received			
Case Number	Last Name, First Name, MI	Appearance or Fine Due Date	Bail/Fine Amount
Total Item Count			Total Amount Referred

Daily Payment Transmittal Report - [Category] - Date XXXXXX

Payment ID		Payment Application					Payment Distribution			
INAME Last, First MI	Case #	Bail/Fine Amount	Civil Assessment Amount	Comm. Expense	Payment Total	Amount Referred	Previous Amt. Paid	Payment Amount	Total Paid	Balance Due
Total		\$	\$	\$	\$	\$	\$	\$	\$	\$

Daily Adjustment Report (Date)

INAME Last, First MI	Case #	Adj. Code	Original Bail or Fine Amount	New Bail or Fine Amount	Change (+/-)	Original Civil Assessment Amount	New Civil Assessment Amount	Change (+/-)	Net Change (+/-)
			Total	Total	Calc	Total	Total	Calc	

Summary of Account Activity
For the Period of _____

Account Category: Group ID	No. of Accounts	Bail or Fine	Assessment	TOTAL
Beginning Balance (+)				
Accounts Transferred to Contractor (+)				
Accounts Paid in Full (-)				
Accounts satisfied by Adjustments (-)				
Accounts returned as uncollectable (-)				
Ending Balance				
Accounts with Partial Payments				
Accounts with Partial Adjustments				
SUBTOTAL				
Repeat for Each Category				
TOTAL				

REPORT SAMPLE

**Discharge from Accountability
Government Code section 25259 and 25259.95**

	Case Name	Case Number	Amount Owning	Amount to be Discharged	Case Type:	No. Years Since Debt Became Delinquent	Reason for Discharge
1			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
2			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
3			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
4			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
5			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
6			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
7			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
8			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
9			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
10			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
11			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
12			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
13			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
14			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
15			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
16			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
17			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
18			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
19			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
20			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
21			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
22			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
23			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
24			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
25			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:

26			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
27			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
28			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
29			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
30			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
31			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
32			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
33			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
34			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
35			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
36			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
37			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
38			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
39			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
40			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
41			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
42			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
43			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
44			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
45			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
46			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
47			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
48			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
49			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
50			\$0.00	\$0.00	Select Option:	Select Option:	Select Option:
	TOTAL		\$0.00	\$0.00			

*This report is provided only a sample of the information required under Government Code section 25259 and 25259.9.

EXHIBIT B FEE SCHEDULE

Newly Delinquent = Accounts not fully paid 30 days past its stated due date, or on which an installment payment has not been paid 30 days past its stated due date.

Up to 1 year (2 years, etc.) = Accounts that remain with an outstanding balance 360 days (or 720, etc.) following the determination of delinquency.

Collection services without on-site staff provided by Contractor

Commission Fees: Fees, fines, forfeitures, penalties, and assessments arising from infractions, misdemeanor, felony, and traffic proceedings or actions						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Criminal justice related fees, reimbursements, and other legally enforceable debts						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Civil, family law, and juvenile law fees, including filing fees						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Probation, guardianship, conservatorships, and public defender fees						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Sanctions imposed by CCSC						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Direct restitution to victim ordered pursuant to California Penal Code section 1202.4						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
15%	15%	15%	15%	15%	15%	15%

Commission Fees: Victim restitution fines ordered pursuant to California Penal Code section 1202.4						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
10%	10%	10%	10%	10%	10%	10%

Commission Fees: Reimbursements owed or as ordered by a court pursuant to California Family Code section 3150 et seq.						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Reimbursements owed to the California Supreme Court for overcharges for representation of indigent defendants in death penalty cases						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Fees, penalties, fines, or reimbursements owed to the California State Bar pursuant to California Rule of Court, Rule 9.10(g), and California Business and Professions Code Sections 6806.10(a) and 6140.5(a)						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Commission Fees: Any other legally enforceable debt owed to CCSC which it has a right to collect						
Newly Delinquent	Up to 1 year old	1 to 2 years old	2 to 3 years old	3 to 4 years old	4 to 5 years old	Over 5 years old
13%	13.6%	13.6%	13.6%	13.6%	13.6%	14.9%

Non-delinquent cases shall be charged at 9.9% commission fee

Victim Restitution Fine - Commission Fee set at 10% (see Section 1.10.3 of Exhibit A)

Direct Restitution to Victim - Commission Fee set at 15% (see Section 1.10.3 of Exhibit A)

Fee for FTB transfer services as described in Section 1.3, FTB Transfer Services, of Exhibit A 50% of Commission Fee of net collected by FTB