

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-469

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	Sonia Hermosillo
Telephone Number	(909) 382-3078
Contractor	Superior Court of San Bernardino County
Contractor Representative	Nancy CS Eberhardt
Telephone Number	(909) 708-8767
Contract Term	Eff. 07/01/2021
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	3408201000

Briefly describe the general nature of the contract: Memorandum of Understanding between the County of San Bernardino and Superior Court of California, County of San Bernardino, for collection services effective July 1, 2021. The MOU will remain operational unless terminated by either party with 12 months' written notice and documented agreement of a subsequent collections program as required by [Penal Code Section 1463.010](#), subdivision (b).

FOR COUNTY USE ONLY

Approved as to Legal Form

Robert F. Messinger, Chief Assistant County Counsel

Date

5/19/21

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date

5/19/21

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SAN BERNARDINO
AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
FOR ENHANCED COLLECTION SERVICES**

This Memorandum of Understanding ("MOU") is made between the County of San Bernardino ("County"), a local government agency, and the Superior Court of California, County of San Bernardino ("Court"), an entity of the state of California (individually, a "Party"; collectively, the "Parties").

WHEREAS, California Penal Code Section §1463.010 allows the Parties to have a cooperative collection program for the collection of court-ordered fees, fines, forfeitures, penalties, restitution, and assessments incurred by a defendant in a criminal misdemeanor or infraction action or proceeding; and

WHEREAS, the Parties have developed such a cooperative plan for a comprehensive collection program ("Program") and desire to clarify their respective rights and responsibilities regarding the Program by entering into this MOU.

NOW THEREFORE, the Parties agree as follows:

A. COLLECTIONS PROGRAM

1. The County will operate the Program as a comprehensive collection program, as defined in Penal Code Section §1463.007, subdivision (c), for the collection of delinquent fees, fines, forfeitures, penalties, restitutions, and assessments arising from criminal misdemeanor or infraction actions or proceedings, except as otherwise provided for herein and as follows:
 - a. This MOU shall not include any collection services for the Juvenile Dependency Counsel Collections Program.
2. At the Court's discretion, the Court may assign to the County all or a portion of delinquent debt owed pursuant to Penal Code Section §1463.007 and all applicable Rules of California Court as provided in sections a. - d. below:
 - a. Criminal misdemeanor cases ten (10) days after a defendant has failed to make any scheduled payment as court-ordered and the Court has completed the required noticing to the defendant;
 - b. Infraction cases ten (10) days after a defendant has failed to make any scheduled payment as court-ordered and the Court has completed the required noticing to the defendant;

- c. Infraction cases where a defendant has failed to appear as court-ordered ten (10) days after the scheduled appearance date and the Court has completed the required noticing to the defendant;
 - d. Ability to Pay hearings ten (10) days after a defendant has failed to make any new scheduled payments as court-ordered and the Court has completed the required noticing to the defendant; and
- 3. The Court shall provide the County with all personal identifying information available for each defendant to help facilitate collection services. Personal identifying information may include, but is not limited to, a defendant's: driver's license number, date of birth, social security number, address, home, and cell phone numbers, and place of employment.
- 4. The County shall purge all case records and cease collection services if notified by the Court and as required by statute, including any statutory changes. The Court will work collaboratively with the County to provide advanced notification of any required changes to case inventories that would impact collection services.
- 5. The County will accept all delinquent debt cases assigned by the Court and establish a Program account with a unique case identifier for each defendant's delinquent case(s) under the Program.
- 6. The County will not engage a third-party collection vendor to perform collection services without the prior written consent of the Court, which consent is to be memorialized in the form of an amendment to this MOU. However, the County shall use the services of the Franchise Tax Board Tax Interagency Intercept Collection program and the Franchise Tax Board Court-Ordered Debt Collection program.
- 7. When the County has exhausted its collection services on a Program account or the Program account becomes a candidate for "last chance" collection efforts, the County will provide the Court with quarterly written summary that identifies for each open Program account subject to this section, a description of all collection services provided for each Program account and the date of last contact and/or date of last payment for each Program account. Program accounts subject to this section will be forwarded by the County to the Court for third party collection referral or discharge of accountability at the discretion of the Court. Program accounts are candidates for "last chance" collection efforts twelve (12) months after last payment or last contact with defendant and no pending legal actions. The Court will be the first point of contact for the third-party vendor(s). The County will cooperate in the return of the accounts to the Court for third party vendor referral.

8. The Court will accept full or partial payments on any Program account from any person who desires to make a payment ("payer") but will direct said payer to send all future payments directly to the County. The Court will electronically transmit payment information to the County on a daily basis. The Court incurs \$5.00 in administrative costs for each payment received and processed by the Court and the Court will be reimbursed for these administrative costs in the monthly settlement between the Court and the County. To the extent permitted by Penal Code Section 1463.007, the County will deduct the amount reimbursable to the Court from revenues collected by the County under the Program. If the Judicial Council of California ("JCC") or California State Controller's Office ("SCO") determines that, while the Program is an eligible comprehensive collection program, the Court's administrative cost for payment processing, or any part thereof, is not eligible for cost-offset under Penal Code Section 1463.007, the Court shall refund the County the difference between the amount received by the Court and the amount allowed to be deducted.
9. The Court will, net of applicable deductions, deposit revenue collected under the Program with the County for distribution, according to California law and the regulations and guidelines of the JCC and SCO. The County will distribute such revenue according to California law and the regulations and guidelines of the JCC and SCO.
10. Each Party will provide the other with view-only access to its case management data on request, and as necessary only for administrative purposes related to the implementation and continued operation of the Program. Each Party will bear its own costs for this access and each Party may deduct the costs of this access, if eligible and as defined under Penal Code section 1463.007. Nothing in this section is meant to amend or modify the Parties' agreements concerning fees and costs for system access, including Computer Administration fees and Case Management System Access costs, as provided for under the Parties' MOU No. 10-162.
11. Upon request, and with reasonable notice, each Party will provide to the other Party supplemental training for its case management system as well as any existing user guides, manuals, or instructional materials. No Party is required to create case management system user guides, manuals, or other instructional materials. Each Party will notify the other Party of case management system enhancements, updates, and impacts to accessibility, performance, and/or data that may impact collection services. As needed, the Parties will participate in mutual case testing and data validation to support upgrades to their respective case management systems or updates to case data.

12. The Parties will work cooperatively to maximize compliance with court orders and the quality of customer service being provided. The Parties will each designate a contact person to facilitate the exchange of information between the Parties and to resolve any concerns that may arise over the term of this MOU. Additionally, the Parties will meet at least quarterly, and at the mutual agreement of the Parties, more frequently, regarding the collection services provided to the Court by the County under this MOU.
13. The Parties will safeguard as confidential all information shared between the Parties to carry out the purpose of this MOU. Except as necessary or as otherwise required by law or required during an audit performed by the JCC or the State Auditor, neither Party will disclose the information shared between the Parties to a third party without the prior written consent of the other Party.
14. With the exception of disclosures required under law or required in connection with an audit performed by the JCC or the State Auditor in accordance with and in line with Civil Code Section 1798.24, the Parties will protect from unauthorized use or disclosure defendants' names and other identifying personal identifying information. The Parties shall not use or disclose any personal identifying information for any purpose other than carrying out collection services under this MOU. This provision will remain enforceable after the termination of the MOU.

Each Party represents and certifies that it will maintain cyber liability insurance and data breach insurance coverage with a minimum limitation of liability of \$4,000,000. Certificates of Insurance will be available to the other Party upon request.

15. The County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) with respect to all personal and Confidential information accessed through the Court's computer systems. The County accepts sole responsibility for ensuring that its employees do not sell, assign, transfer, distribute, disseminate, misuse, or make any unauthorized disclosures of the information provided by the Court in connection with collection services. Upon becoming aware of an unauthorized disclosure of information, the County shall report the unauthorized disclosure to the court within two court days. Should any form of data breach or unauthorized disclosure occur in any computer system where the County maintains data obtained under this MOU, the County bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.

The County shall exercise elevated prudence when implementing collection services on cases with confidential addresses (domestic violence victims, victim restitution parties).

16. The Parties will comply with the guidelines and standards approved from time to time by the JCC in the operation of the Program. The Parties will develop a cooperative plan and a manual of operational policies and procedures as necessary to implement these guidelines and standards. The Parties will cooperate as necessary to complete reports to the JCC on their collections program, on the schedule, and in the form required by the JCC. The County will work collaboratively with the Court to meet the applicable 25 Best Practices as established by the JCC and reflected in annual Collections Reporting Template (CRT) Reporting (Exhibit D). Additionally, both Parties will work to ensure that all data discrepancies are resolved and approved by the Court for final state reporting.
17. The Parties will monitor changes or modifications to state laws, court forms, Uniform Bail Schedule, and/or regulations impacting collections and compliance. The Parties will provide written notification of such changes, and provide a supporting internal plan of execution for impacted cases. The Court and County shall work collaboratively to implement any changes that are deemed discretionary. In addition, the Court will provide notification of updated documents when available.
18. The Court will determine appropriate staffing needed to reconcile transactions between the Court and the County. Court staffing levels may change periodically due to expanded or decreased collections efforts and programmatic changes. Any changes resulting in additional staffing will be mutually agreed upon in writing by the Parties and the Court will look for every opportunity to reduce or control costs associated with this effort while maintaining adequate staffing. The Parties agree that the Court is not required to maintain and/or submit time sheets for employees whose sole job responsibilities are performing duties associated with implementing the Program. The Court shall invoice the County for all payroll costs, including salaries and benefits, and indirect costs at the Court's then current indirect cost rate. The Court will be reimbursed in the monthly settlement between the Court and County. To the extent permitted by Penal Code Section 1463.007, the County will deduct the amount reimbursed to the Court from revenues collected by the County under the Program. If JCC or SCO determine that, while the Program is an eligible comprehensive collection program, the Court's payroll cost for these employees, or any part thereof, is not eligible for cost-offset under Penal Code Section 1463.007, the Court shall refund the County the difference between the amount received by the Court and the amount allowed to be deducted.

19. Pursuant to Government Code Section 25259.7 the County transfers all responsibility to discharge court-ordered debt for which it is responsible for collecting under this MOU to the Court. The Court will conduct an annual Discharge from Accountability, consistent with Court's Administrative Policy #7 - Discharge from Accountability for Court-Ordered Debt and JCC standards.

B. ALLOWABLE DEDUCTIONS

1. The Court and County shall work together to develop cost-effective collection practices. Each Party may deduct from the revenue collected under the Program its allowable costs as provided in Penal Code Section 1463.007. The Court may deduct its allowable costs prior to its distribution and deposit of revenue with the County and the County may deduct its allowable costs prior to its distribution of such revenue, except that the overall cost of collection under this agreement shall not exceed 20% and shall be calculated on an annual basis defined as the total fiscal year cost claimed under Penal Code Section 1463.007 divided by the total fiscal year gross collections.
2. Each Party's obligations for collection services under the Program remain in effect notwithstanding that Party's inability to deduct its costs related to the Program for any reason. Neither Party has any obligation to pay or reimburse the other Party for any costs incurred by it in performing its obligations under this MOU, except as otherwise provided in this MOU.
3. If the revenue collected under the Program during any month is insufficient to allow a Party to deduct all of its costs for that month, and subject to the regulations and guidelines promulgated by the JCC and the SCO, that Party may rollover such shortfall to the subsequent month(s) for deduction.

C. TERM/TERMINATION

1. This MOU is effective beginning on July 1, 2021, and will remain operational, unless terminated by either Party in accordance with Section C.2 below. This MOU supersedes and terminates Agreement No. 17-833 first effective on October 31, 2017.
2. Either Party may terminate this MOU by giving the other Party at least twelve (12) months' written notice; unless and until the Parties execute a new memorandum of understanding or other document setting forth their agreement on the operation of a subsequent collections program as required by Penal Code Section 1463.010,

subdivision (b).

D. DISPUTE RESOLUTION

If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve a dispute regarding the interpretation or performance of this MOU or cannot agree on a new collections program, either Party may request a meeting between the Court Executive Officer and the County Auditor-Controller/Treasurer/Tax Collector for the purpose of resolving the dispute. If such meeting is requested, the meeting will be held within ten (10) business days of the receipt of such request. If the meeting fails to occur or fails to resolve the dispute, the dispute will be submitted for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration by a third party mutually agreed upon by Judicial Council's Legal Services office and the California State Association of Counties. Until the dispute is resolved, the Parties will continue to operate the Program as set forth in this MOU and perform and observe their respective responsibilities and rights hereunder.

E. AUDITS AND RECORDS

1. The Parties will receive, reply to, and/or comply with any audit by an appropriate state audit agency that directly relates to this MOU or to funds to be handled or disbursed hereunder. The Parties will each maintain an accounting system and supporting fiscal records to comply with state audit requirements related to this MOU. The County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code section 1798 et seq.) with respect to all personal and Confidential information accessed through the Court's computer systems.
2. Record Retention. The Parties will maintain, preserve, and protect against fire or other damage, all documents related to this MOU, including those related to billings and other financial records, in an accessible location and condition for a period of not less than five (5) years after (a) a Program account has been completely paid or discharged or (b) the close date of an audit involving a Program account, whichever is later.
3. Each Party has the right to inspect, copy, or audit any record or documentation related to the Program, including records related to billings and other financial records. With a minimum of two (2) weeks' notice, each Party shall allow the other, or its authorized designee, access to such records during normal business hours and shall allow each Party, or its designee, to interview staff, or the staff of a

subcontractor, involved with the Program. The Court shall have the right to limit access to protect confidential information.

F. GENERAL PROVISIONS

1. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the Parties to this MOU.
2. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the Parties, or their respective authorized designees.
3. 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 MOU.
4. Waiver. Any waiver by either Party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving Party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
5. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to affect the reasonable intent of the Parties and will be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.
6. Independent Contractor. Each Party will be, and is, an independent contractor, and is not an employee or agent of the other Party, and neither Party nor any person engaged by a Party to perform the services described herein is covered by any employee benefit plans provided to the employee of the other Party. Each Party is liable for the acts and omissions of itself, its employees, its subcontractors, and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the Parties. Each Party will determine the method, details,

and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation, and discharge of all persons assisting the respective Party. Each Party will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

7. Risk Allocation. It is the intention of both Parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents, and employees. The Parties, therefore, disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code 895.6. Instead, pursuant to Government Code section 895.4, the Parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

County and Court are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

The County agrees to indemnify and hold harmless the Court, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with the services performed within the MOU.

The Court agrees to indemnify and hold harmless the County, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the Court, its officers, employees, agents or volunteers in connection with the services performed within the MOU.

In the event the County and Court are found to be comparatively at fault for any claim, action, loss, or damage, which results from their respective obligations under this agreement, both Parties shall indemnify the other to the extent of its comparative fault.

8. Counterparts and Signatures. This MOU may be executed in counterparts, each of

which is considered an original but all of which together shall constitute one instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement upon request.

9. Additional responsibilities.

- a. Of the County under this MOU are defined in Exhibit A.
- b. Of the Court under this MOU are defined in Exhibit B.

IN WITNESS WHEREOF, the Parties have executed this MOU effective July 1, 2021 ("Effective Date").

COUNTY OF SAN BERNARDINO

By 
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 22 2021

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By 
Deputy



SUPERIOR COURT OF CALIFORNIA

(Print or type name of corporation, company, contractor, etc.)

By 
(Authorized signature - sign in blue ink)

SIGNED ON BEHALF OF NANCY EBERHARDT

Name Nancy CS Eberhardt
(Print or type name of person signing contract)

Title Court Executive Officer

(Print or Type)

Dated: June 7, 2021

Address 247 West Third Street, 11th Floor

San Bernardino, CA 92415-0240

EXHIBIT A
COUNTY RESPONSIBILITIES

1. The County shall designate a contact person and liaison for the operation of the Collection Program within 30 days of the execution of this MOU by both Parties.
2. The County shall operate the Collection Program in compliance with all applicable state and federal consumer and collection practice laws as allowed under the terms of this MOU and must engage best efforts to collect on all Program accounts that have been forwarded to it by the Court.
3. The County will prepare and mail all notices required under state and federal law.
4. The County shall work collaboratively with the Court to interface with the Court's current case management systems, and/or any future case management systems that the Court may utilize during the term of this MOU.
5. The County shall provide Court personnel to be designated by the Court with "view only" access to the County's collection system.
6. The County will offer case management system training to new Court staff responsible for collections, or as needed to support business functions and system upgrades. An electronic version of a user guide will be provided to facilitate system login and basic instruction.
7. When modifications are made to a forwarded Program account, and a partial or full refund to the debtor is necessary, the County shall issue to the debtor the refund from monies collected by the County, with the exception of victim funds already disbursed.
8. The County shall refer all qualifying Program accounts to the Franchise Tax Board's Interagency Intercept Collection program annually.
9. Once collection efforts have been exhausted, the County shall refer Program accounts to the Franchise Tax Board's Court-Ordered Debt Collection program and shall maintain records on those Program accounts referred.
10. On a daily basis, the County will input and transmit updated information on forwarded Program accounts to the Court on a gross dollar basis. Updated information will include voided or refunded payments or fines, payments, and suspensions of county fines. All

information shall be transmitted electronically to the Court via data files compatible with Court's current and/or future case management systems.

11. The County will remit to the Court, by the 10th Court business day of each calendar month, the full amount of monies collected under the Program in the previous calendar month.
12. County shall comply with reporting requirements set forth in in Exhibit C: Reporting Requirements and Penal Code Section 1463.010, any other applicable state law or regulation, and as specified by the JCC and shall work with the Court on reports, including format, layout, and information to be included.
13. Regarding JCC, State, or other mandated audit findings, if the County agrees with the finding, the County shall take corrective action within 60 days of receipt of the initial finding. If the County does not agree with the finding, the County will file a response within the allowed time frame. If the final audit report indicates that the finding stands, the County shall take corrective actions within 60 days of receipt of the final audit. On any finding requiring the County to take corrective action, the County shall document the issue and corrective action measures and provide said documentation to the Court CEO or their appointed designee.
14. Upon termination of this MOU, all Program accounts shall be returned to the Court within thirty (30) days of the date of termination.
15. Amnesty Program. For the current amnesty programs affecting court-ordered debt, the County shall:
 - a. Process all amnesty cases with payment plans if applicable, including but not limited to sending out required reminder letters for all cases who have defaulted, and negotiating changes in the plans.
 - b. Establish a separate amnesty indicator on all amnesty cases for easy identification.
 - c. Provide collection services per this MOU on amnesty cases, including but not limited to referral to the Franchise Tax Board's Interagency Intercept and Court-Ordered Debt Collections programs.
 - d. Process and reimburse overpayments on cases assigned to the County.
 - e. Comply with all reporting requirements for the JCC Amnesty Program Collections.
 - f. Report and maintain record of the County's allowable program costs attributable solely to the Amnesty Program.
 - g. Report and maintain record of all revenues collected on amnesty accounts.

- h. Report requirements directly on the JCC Amnesty Program Collections Report for all eligible cases assigned to the County for payment plans on the 1st of each month and provide to the Court.
16. When the County has exhausted its collection efforts on a Program account or the Program account becomes a candidate for “last chance” collection efforts, the County will provide the Court with quarterly notification including a list of cases, exhausted efforts, and date of last contact/date of last payment.

End of Exhibit A

EXHIBIT B
COURT RESPONSIBILITIES

1. The Court will supply a list of contacts for administrative matters relating to collections. The Court shall also appoint a coordinator for administrative matters relating to collections. This information shall be provided to the County within 30 days of the execution of this MOU by both Parties.
2. The Court shall work collaboratively with the County to ensure that the Court's case management system is capable of transmitting and receiving all data necessary for the collection of Program accounts. To the extent feasible, the Court will provide the County with at least 90 days prior notice of any change to their case management system to allow sufficient time to test such changes; ensuring there is no negative impact to the flow of data to and from the County. Court will strive not to implement such changes until modifications are completed and testing results are clear of any issues.
3. The Court is responsible for transmission of Program accounts to the Department of Motor Vehicles for placements and removals of holds on the debtors' driver's license.
4. Excepting payment information received electronically from the County, the Court will input all relevant case information into the Court's case management systems. The Court will provide selected County personnel with "view only" access to the Court's case management systems.
5. Court shall comply with reporting requirements set forth in in Exhibit C: Reporting Requirements and Penal Code Section 1463.010, any other applicable state law or regulation, and as specified by the JCC and shall work with the County on reports, including format, layout, and information to be included.
6. The Court will offer case management system training to new County staff responsible for collections, or as needed to support business functions and system upgrades. An electronic version of a user guide will be provided to facilitate system login and basic instruction.
7. Regarding JCC, State, or other mandated audit findings related to the Program, if the Court agrees with the finding, the Court shall take corrective action within 60 days of receipt of the initial finding. If the Court does not agree with the finding, the Court will file a response within the allowed time frame. If the final audit report indicates that the finding stands, the Court shall take corrective action within 60 days

of receipt of the final report. On any finding requiring the Court to take corrective action, the Court shall document the issue and corrective action measures and provide said documentation to the County's representative.

8. **Amnesty Program.** For the current amnesty programs affecting court-ordered debt, the Court shall:
 - a. Administer the Amnesty Program, determine eligibility.
 - b. Work collaboratively with County Central Collections.
 - c. Establish a separate amnesty indicator on all amnesty cases for easy identification.

End of Exhibit B

EXHIBIT C

REPORTING REQUIREMENTS

Item #	Responsible Party	Report/Notice	Frequency	To be sent to	Data Elements/ Reporting Contents	Description
1	COUNTY AND COURT	FTP Issues	As needed	FTPissues@sb-court.org	<p>In Excel format:</p> <ul style="list-style-type: none"> • Court case number • County account number • Defendant name • Court provides if applicable: <ul style="list-style-type: none"> ○ "F" for forfeited ○ "D" for dismissed 	Program accounts with active Failure To Pay issues.
2	COUNTY	Paid In Full (PIF)	Monthly	Collections@sb-court.org	<ul style="list-style-type: none"> • Court case number • Defendant name • Case discrepancies • Last payment date • Last payment amount • Balance 	Program accounts paid in full.
3	COUNTY AND COURT	Case Differences a) Balance differences b) Cases in Court inventory, not County inventory c) Cases in County inventory, not Court inventory	As needed, to prepare for data submission to Franchise Tax Board	Collections@sb-court.org	<ul style="list-style-type: none"> • Court case number • Defendant name • CMS case discrepancies • Last payment date • Last payment amount • Balance 	County compares their inventory list to Court inventory and provides Court with data discrepancies.
4	COUNTY	Updated Information (County) a) Traffic/Infractions b) Misdemeanors	5 times per week	Data file & report is retrieved from Central Collections (CDF). After data file is processed, report is emailed by Court Tech to FIMAIL01 and report & job log is transferred to Central Collections.	<ul style="list-style-type: none"> • Court case number • Defendant number • Defendant name • Type (payment, forfeit, increase, etc.) • Jurisdiction • Amount 	County's updated information on voids, payments, and suspensions of county fines only.

5	COUNTY	Aging and Status a) Traffic/ Infractions b) Misdemeanors	Quarterly	Collections@sb-court.org	<p>In Excel format:</p> <ul style="list-style-type: none"> • Court case number • Defendant name • Date assigned • Assigned balance • Total payments to account • Adjustments • Current balance • Cancellations • Closed (paid in full, discharged) • Last payment date • Last payment due date • Collection status. <p>Pre-defined groupings by date assigned: (1) current, (2) 1-90 days past due, (3) 91-180 days past due, (4) 181 or more days past due.</p>	Reporting of account age by case status.
6	COUNTY	Collection Reporting Template (CRT)	Yearly by August 1st for previous fiscal year	Collections@sb-court.org	<p>In Excel format: By fiscal year and month:</p> <ul style="list-style-type: none"> • Number of referred Program accounts • Total amount assigned • Gross amount collected • Amount County deducted for allowable collection costs • Net amount to be distributed • Adjustments and reason for adjustments • Type of Program account (e.g. infraction or misdemeanor, etc.) • Discharged number and amounts 	The County will provide the Court with an annual statistical report for each fiscal year, in a format used by the Court to meet its reporting requirements to the JCC. All data is determined by current statute.
7	COUNTY	FTB Court Ordered Debt	Monthly	Collections@sb-court.org	<ul style="list-style-type: none"> • Court case number • Defendant number • Defendant name • Assigned balance • Balance referred • Last payment date • Date referred 	Program accounts referred to the Franchise Tax Board's Court Ordered Debt Program.
8	COUNTY	FTB Tax Intercept	Monthly	Collections@sb-court.org	<ul style="list-style-type: none"> • Court case number • Defendant number 	Program accounts referred to the Franchise

						<ul style="list-style-type: none">Defendant nameAssigned balanceBalance referredLast payment dateDate referred.	Tax Board's Tax Intercept Program.
9	COUNTY	180 Day Probation	Per case - 180 days prior to termination of defendant's probation	Appropriate Court district	Letter of notification: <ul style="list-style-type: none">Court case numberDefendant numberDefendant nameAssigned balanceCurrent balanceLast payment dateDate probation expires.	Program accounts where defendant is on probation and defendant's probation is scheduled to be terminated in 180 days or more.	
10	COUNTY	50/50 Split	6th business day of each month	Court Revenue Technician and Financial Manager	By fiscal year, broken down into months, by fee: <ul style="list-style-type: none">Fee fund nameCodeCounty fund codingDeduction for base level per MOENet amount to be distributedAdjustments, and reason for adjustmentsFines and fees accrualsFines and fees details.	Excess 50% over base fines.	
11	COUNTY	Revenue Transfer	10th business day of each month	Collections@sb-court.org	Copy of County's revenue transfer, analysis balance sheet for monthly revenue transfer, revenue details, and allowable cost details, including Court payroll and payment processing costs.	Summary statement to reconcile payments made on forwarded Program accounts and monies transferred. This will include a copy of the County's monthly revenue transfer. County's delivery by the 10 th business day of each month is dependent on Court's Cost received by the 7 th of each month.	
12	COUNTY	Collection Efforts Exhausted	Quarterly	Collections@sb-court.org	<ul style="list-style-type: none">Court case numberDefendant number	Program accounts eligible for "Last chance" collection efforts (12-	

						<ul style="list-style-type: none">Defendant nameDate of assignmentAssigned balanceAmount collectedCurrent balanceDate of last paymentMethod of contacting defendant (if available in CUBS data)	months since last payment/contact and no pending legal actions)
13	COUNTY	Discharge from Accountability Eligible Cases	Annually	Collections@sb-court.org	<ul style="list-style-type: none">Court case numberDefendant numberDefendant nameLast paymentLast payment typeCase balance	Program accounts eligible for discharge by the Court.	
14	COUNTY	FIN Assessments	Monthly	Court Accounting Assistant and Financial Manager	Payment data including: <ul style="list-style-type: none">Case numberDefendant nameAmount assignedTotal paid (to-date)Current balanceKnown fees and financial distributions		
15	COUNTY	P70 Case List	Monthly	Court Accounting Assistant and Financial Manager	Payment data including: <ul style="list-style-type: none">Case numberDefendant nameAmount assignedTotal paid (to-date)Current balanceKnown fees and financial distributions.		
16	COUNTY	Municipal Fees List	Monthly	Court Accounting Assistant and Financial Manager	Payment data including: <ul style="list-style-type: none">Case numberDefendant nameAmount assignedTotal paid (to-date)Current balanceKnown fees and financial distributions.		

17	COURT	Collections Export: Misdemeanor payments for Central Collections Cases	Weekly	Data file transferred to Central Collections	<ul style="list-style-type: none"> • Court case number • Defendant name • Assigned balance • Current balance. 	Misdemeanor Cases Court's CMS has assigned to Central Collections.
18	COURT	Collections Export: Infraction payments for Central Collections Cases	Weekly	Data file transferred to Central Collections	<ul style="list-style-type: none"> • Court case number • Defendant name • Assigned balance • Current balance. 	Infraction Cases Court's CMS has assigned to Central Collections.
19	COURT	Collections Export: Updated Information (Court)	5 times per week	Data file transferred to Central Collections	<ul style="list-style-type: none"> • Court case number • Defendant number • Defendant name • Type <ul style="list-style-type: none"> ○ New ○ Payment ○ Transfer ○ Update • Jurisdiction • Amount 	Court's updated information on new cases, voids, payments, and suspensions.
20	COURT	Collections Activity & Cost Recovery Report	7 th business day each month	Central Collections	<ol style="list-style-type: none"> 1. Detailed payroll costs for each Court employee working on Collections. 2. Number of payments processed for Program accounts by the Court, \$5.00 fee calculation. 3. Summary by date of Central Collections payments, adjustments, commission, and other buckets. 	Court administrative and payroll costs for reimbursement. Data reported in monthly transfer and used to generate annual Collection Reporting Template (CRT).
21	COURT	CCPAY & Non-CCPAY Activity	Daily/ Weekly	Data file transferred to Central Collections	<ol style="list-style-type: none"> 1. Payments posted by Central Collections on cases (CCPAY) 2. Payments posted on cases by Court (non-CCPAY) 	Payments made on cases.
22	COUNTY AND COURT	Ad-hoc reports	As-needed	Mutual email	<p>At minimum:</p> <ul style="list-style-type: none"> • Court case number • Defendant name • Assigned balance • Current case balance • Other pertinent data that serves to facilitate collection efforts. 	Will vary based on reporting needs.

End of Exhibit C

EXHIBIT D

COLLECTIONS REPORTING TEMPLATE (CRT) 25 BEST PRACTICES

Select court/county (see Contact Information worksheet #1)
Use the space below to describe your collection program.

Describe the extent to which your collection program is meeting the Judicial Council approved Collections Best Practices and identify any obstacles or problems that prevent the collection program from meeting those objectives. Of the twenty-five (25) Best Practices listed below please check those which your collection program has implemented. Provide an explanation for the best practices currently not being met below. Also, identify any new or additional practices that have improved your collections program.

- ☐ 1 Develop plan and put in a written MOU that implements and enhances a program in which the court/county collaborate to collect court-ordered debt and monies owed to a court under court order.
- ☐ 2 Establish and maintain a cooperative superior court and county collection committee responsible for compliance, reporting, and internal enhancements of the joint collection program.
- ☐ 3 Meet the components of a comprehensive collection program as required under Penal Code section 1463.007 in order that the costs of operating the program can be recovered.
- ☐ 4 Complete all data components in the Collections Reporting Template.
- ☐ 5 Reconcile amounts placed in collection to the supporting case management and/or accounting systems.
- ☐ 6 Retain the joint court/county collection reports and supporting documents for at least three years.
- ☐ 7 Take appropriate steps to collect court-ordered debt locally before referring it to the Franchise Tax Board for collection.
- ☐ 8 Participate in the Franchise Tax Board Court-Ordered Debt (COD) collection program.
- ☐ 9 Participate in the Franchise Tax Board Interagency Intercept Collections (IC) program.
- ☐ 10 Establish a process for handling the discharge of accountability for uncollectible court-ordered debt.
- ☐ 11 Participate in any program that authorizes the Department of Motor Vehicles to suspend or refuse to renew drive when appropriate for a failure to appear in court.
- ☐ 12 Conduct trials by written declaration under Vehicle Code section 40303 and, as appropriate in the context of such trials, impose a civil assessment.
- ☐ 13 Implement a civil assessment program and follow the Criteria for a Successful Civil Assessment Program.
- ☐ 14 Evaluate the effectiveness and efficiency of external collection agencies or companies to which court-ordered debt is referred for collection.
- ☐ 15 Accept payments via checks and debit card.
- ☐ 16 Accept payments via the Internet.
- ☐ 17 Include in a collection program all court-ordered debt and monies owed to the court under a court order.
- ☐ 18 Include financial screening to assess each individual's ability to pay prior to processing installment payment plans and account receivables.
- ☐ 19 Charge fees as authorized by Penal Code section 1202.4(f).
- ☐ 20 Charge fees as authorized by Penal Code section 1206(e).
- ☐ 21 Use restitution rebate, as authorized by Government Code section 13063(f), to further efforts for the collection of funds owed to the Restitution Fund.
- ☐ 22 Participate in the statewide master agreement for collection services or renegotiate existing contracts, where feasible, to ensure appropriate levels of services are provided at an economical cost.
- ☐ 23 Require private vendors to remit the gross amount collected as agreed and submit invoices for commission fees to the court or county on a monthly basis.
- ☐ 24 Use collection terminology (as established in the glossary, instructions, or other documents approved for use by courts and counties) for the development or enhancement of a collection program.
- ☐ 25 Require private vendors to complete the components of the Collections Reporting Template that corresponds to their collection programs.

Please identify areas in collections or distribution (check all that apply) in which program staff would like to receive training, assistance, or additional information

- | | | |
|--|--|---|
| <input type="checkbox"/> Audits (Judicial Council) | <input type="checkbox"/> Revenue Distribution | <input type="checkbox"/> Cost Recovery |
| <input type="checkbox"/> Audits (SFO) | <input type="checkbox"/> Discharge from Accountability | <input type="checkbox"/> Other Collections-Related Issues |

Comments or explanations:

The number of best practices used is: 0

End of Exhibit D

INTEROFFICE MEMO



DATE: May 25, 2021

PHONE: (909) 708-8767

FROM: NANCY CS EBERHARDT
Court Executive Officer

TO: MICHAEL A. SACHS
Presiding Judge

SUBJECT: TEMPORARY DELEGATION (6/1/21 – 6/14/21) – MARY DAVIS

I, Nancy CS Eberhardt, Court Executive Officer of the Superior Court of California, County of San Bernardino, in accordance with the California Rules of Court, hereby delegate to Mary Davis, Chief Deputy Court Executive Officer, the authority given me as the Court Executive Officer, and as set forth in the attached Authorization Matrix.

Said delegation is effective for June 1 – 14, 2021, unless otherwise revoked.

This delegation shall not be sub-delegated.



Nancy CS Eberhardt
Court Executive Officer

Approved:



Michael A. Sachs
Presiding Judge
Superior Court of California, County of San Bernardino

NE:sb

attachment

cc: Executive Team
Jeremy Starkey, Finance Manager
Dennis Smith, Risk and Safety Administrator

1 Superior Court of California
2 County of San Bernardino
247 West Third Street, 11th Floor
3 San Bernardino, California 92415

4 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF SAN BERNARDINO**
6

7
8 IN RE:) GENERAL ORDER OF THE
9 DELEGATION OF AUTHORITY) PRESIDING JUDGE
10)
11)
12)

13
14 In accordance with the California Rules of Court and the Trial Court Financial
15 Policies and Procedures Manual and the Judicial Branch Contracting Manual, the
16 Presiding Judge hereby delegates to the executives, managers, supervisors, and staff
17 of the Court the specific authority set forth in the Authorization Matrix, attached hereto
18 and incorporated herein for all purposes. (CRC 10.603(c)(6)(D) and TCFPPM, FIN.
19 4.01, 6.5). Any changes or updates to the Authorization Matrix shall be incorporated
20 and attached to this memo upon my authorized signature.

21 The Presiding Judge hereby delegates to Nancy CS Eberhardt, Court Executive
22 Officer of the Superior Court of California, County of San Bernardino, the following
23 authority:

24 1. Authorize and direct expenditures from funds available to the court, pursuant
25 to California Rules of Court, rule 10.603(b)(1)(F) and (d), and the Trial Court Financial
26 Policies and Procedures Manual, FIN 3.01, 6.3(6), including:

27 a. reviewing the Quarterly Financial Statement and Report of
28 Revenue and certifying the Quarterly Financial Statement prior to

General Order: Delegation of Authority

1 submission of those reports to the Administrative Office of the Courts,
2 (TCFPPM, FIN 4.02, 6.3.4 (1)-(2));

3 b. establishing internal review procedures and approving the
4 transfer of funds between court programs, (TCFPPM, FIN 4.02, 6.5;1 (5));

5 c. creating new positions or reclassifying existing positions,
6 provided the creation or reclassification is done in advance of any
7 recruitment or filling of any position, (TCFPPM, FIN 4.03, 6.3(1) and CRC
8 10.610(c)(1));

9 d. authorizing and approving out-of-state travel and
10 international travel by court employees, (TCFPPM, FIN 8.03, 6.1.1);

11 e. authorizing and approving lodging for judges and employees
12 in excess of the applicable maximum rate, (TCFPPM, FIN 8.03, 6.1.6(2));

13 f. authorizing and approving business meal expenditures for
14 judges and employees, including those that are exceptions to the business
15 meal expenditures guidelines, (TCFPPM, FIN 8.05, 6.0-6.2 and 6.7);

16 g. authorizing and approving group business meal
17 expenditures for judges and employees, (TCFPPM, FIN 8.05, 6.4-6.5 and
18 6.7);

19 h. authorizing the destruction of bank records and other court
20 financial records (TCFPPM, FIN 12.01, 6.2.4 and 6.3.1).

21 2. Regularly and actively examine access issues including any physical,
22 language, or economic barriers that impede fair administration of justice.

23 3. Prepare records on appeal, including keeping records of outstanding
24 transcripts, reassigning reporters as needed to complete transcripts and reviewing
25 requests for extensions of time to complete criminal transcripts. (CRC 10.603(c) (10)(A)
26 and 10.603(d)).

27 This delegation supersedes any prior delegation of authority.
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This delegation is effective upon execution and shall continue in effect until
December 31, 2021, or otherwise revoked.

Dated: January 1, 2020



Michael A. Sachs
Presiding Judge

Superior Court of San Bernardino County - Authorization Matrix

Pursuant to the trial Court Policies and Procedures Manual, the Court has established the following authorization matrix listing the scope and authority for the Presiding Judge and designated trial court employees:

Description	Presiding Judge	Court Executive Officer	Deputy CEO Finance	Chief Deputy CEO	Deputy CEO and Director	Management (Exempt-Group C only)	Finance Manager	Accounting Supervisor	Budget Analyst & Supervisor	Accountant	Interpreter Services Supervisor
Purchase Requisitions/Purchases											
Tenant Improvements	Unlimited	Unlimited									
Goods, Services, & Capital Expenditures	Unlimited	Unlimited	\$10,000	\$5,000	\$500	\$250	\$5,000				
Purchase Card (CalCard) Acquisitions				\$500	\$500	\$250					
Contract Approval (after Legal Review)											
Intergovernmental Agreements (e.g. IBA, POC, MOU)	Unlimited	Unlimited									
Facilities Leases	Unlimited	Unlimited									
Facilities Maintenance General*	Unlimited	Unlimited									
Pre-Approval for Travel Expense and Tuition Assistance Program (TAP)											
Mileage Only (Annual Blanket)	Unlimited	Staff only Unlimited									
Out of State Travel & Travel Exceptions	Unlimited	Unlimited									
All Other Travel, Business, and Business Meal Expense	Unlimited	Staff only Unlimited	Staff only \$10,000	Staff only \$10,000	Staff only \$5,000						
Tuition Assistance Program (TAP)	Unlimited**	Unlimited**	Unlimited**	Unlimited**	Unlimited**		Unlimited**				
Accounting - Payments, Disbursements and Adjustments											
All Purchase Order and Contract Payments	Unlimited	Unlimited	\$700,000				\$250,000	\$100,000			
Revenue Distribution Payments	Unlimited	Unlimited	Unlimited				Unlimited				
Wire Transfers/ACH/EFT - for monthly distribution payments	Unlimited	Unlimited	Unlimited				Unlimited				
All Other Wire Transfers	Unlimited	Unlimited	25,000								
Non-Purchase Order / Non-Contract Payments (e.g. Credit Cards, TAP, Classification Re-issued Licenses, etc.)	Unlimited	Unlimited	\$10,000				\$10,000				
Service Claim Form Payments (Interpreter, Per-Diem Reporter, Transcript, Appointed Service, Evaluation Claim Forms Only)			Unlimited				Unlimited	Unlimited		\$5,000	
Jury Fund Replenishment Payments	Unlimited	Unlimited	\$30,000				\$30,000				
Judge Ordered Disbursement & Bail Payments	Unlimited	Unlimited	Unlimited				Unlimited				
Travel Expense Claim Payments - All Types (TEC form)	Unlimited	Unlimited	Unlimited	Staff only Unlimited	Staff only Unlimited	Staff only Unlimited	Staff only Unlimited				
Manual Payroll from Revolving Account	Unlimited	Unlimited	Unlimited	Unlimited							
Journal Entries - Revenue Distribution Clearing Entries	Unlimited	Unlimited	Unlimited				Unlimited		Unlimited		
Journal Entries - Payroll General Ledger Adjustments & Other	Unlimited	Unlimited	Unlimited				Unlimited	Unlimited		Unlimited	
Journal Entries - Bank Deposits, Accounts Receivables, Credit Memos, Cash Receipts	Unlimited	Unlimited	Unlimited				Unlimited	Unlimited	Unlimited		
Interpreter Per Diem Rate Negotiation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	\$2,000	Unlimited				\$1,500
Invoice Reconciliation			Unlimited				Unlimited	Unlimited		Unlimited	
Asset Management											
Asset Records Adjustment		Unlimited	Unlimited								
Asset Disposal		Unlimited									

* Requires Executive Committee approval prior to any procurement activities

** Up to amount specified per MOU, policy, or bargaining agreement (as applicable).

This matrix shall continue in effect until superseded.

Michael A. Sachs, Presiding Judge

Date