

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

This Memorandum of Understanding (“MOU”) is made between San Bernardino County (“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 requires the Parties to have a cooperative collection program to implement the Judicial Council guidelines for the collection of court-ordered fees, fines, forfeitures, penalties, 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”) as required by Penal Code Section 1463.007, 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 all delinquent fees, fines, forfeitures, penalties, restitution, 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. The Court shall assign to the County delinquent debt owed pursuant to Penal Code Section 1463.007 and all applicable California Rules of Court, provided that the Court has validated the accuracy of the assigned cases in accordance with 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; and
- 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.

- 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 engage in all key delinquent debt collection activities specified by Section 1463.007 along with a number of additional delinquent debt collection activities, including using the services of the Franchise Tax Board Tax Interagency Intercept Collection program (FTB-TI) 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 a quarterly list of each open Program account subject to this section, 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 at the discretion of the Court. Program accounts are candidates for "last chance" collection efforts twenty-four (24) months after last payment or last contact with defendant and no pending legal actions. The Court will be the point of contact for the third-party vendor(s) and will report results as required for this category of delinquent accounts in the annual

Judicial Council of California (JCC) report, including discharge determinations.

8. The Court may 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 administrative costs for each payment received and processed by the Court. A fee study may be performed as needed to assess and validate the appropriate administrative cost. The Court will provide the County with these administrative costs for reporting in the monthly settlement between the Court and the County and in the annual JCC report. To the extent permitted by Penal Code Section 1463.007, the Court will deduct these costs from revenues collected by the County under the Program prior to deposit with the County for distribution. If the 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 return monies to the program for re-distribution.
9. The Court will, net of applicable deductions, deposit revenue collected under the Program with the County identified with accounting codes established by the County Controller 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 system and generate data on request, 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 day-to-day issues. Additionally, the Parties will conduct management level meetings and meet at least quarterly, and at the mutual agreement of the Parties, more frequently, regarding concerns that may arise over the term of 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.
15. The County will implement and follow the requirements set forth in the Information Practices Act of 1977 (California Civil Code §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 (2) 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 Collections 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 and implement any changes or modifications to state laws, court forms, Uniform Bail Schedule, and/or regulations affecting the Program. 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. The Court will look for every opportunity to reduce or control costs associated with this effort while maintaining adequate staffing. The Court shall provide the County a report of all recovered payroll costs, including salaries and benefits, and indirect costs at the Court's then current indirect cost rate for reporting in the monthly settlement and annual JCC report. As required by Penal Code Section 1463.007, the County will report the amount reimbursed to the Court from revenues collected 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 remit with the County the difference between the amount received by the Court and the amount allowed to be deducted for redistribution.
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 County cost of collection under this agreement shall not exceed 23% 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. If the amount of County's deducted allowable costs of collection exceeds the 23% cap set forth above, the County shall within sixty (60) days of the end of the fiscal year, return the excess amount of deducted costs of collection to the Court for re-distribution.
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 within the fiscal year.

C. TERM/TERMINATION

1. This MOU is effective for the period of May 5, 2026, through June 30, 2028, unless terminated by either Party in accordance with Section C.2 below. This MOU supersedes and terminates Agreement No. 21-469 first effective on July 1, 2021.
2. Either Party may terminate this MOU before the expiration date in Section C.1 above by giving the other Party at least twelve (12) months' written notice, provided, however, such termination will not be effective, and this MOU will remain in full force and effect, 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). Prior to any termination taking full effect, the parties shall negotiate in good faith and work together to come to terms on a new arrangement with

respect to a subsequent collections program.

3. Upon termination of the MOU the parties will work together to a) resolve any outstanding financial obligations between the two parties, and b) resolve the return and removal of any disclosing party's confidential information from the recipient Party's possession.

D. DISPUTE RESOLUTION

1. The Parties shall work together to informally resolve any disputes that arise concerning this MOU, including but not limited to, a dispute regarding the interpretation or performance of this MOU or if the parties cannot agree on a new collections program ("MOU Dispute"). If, after thirty (30) calendar days of negotiations, the Court and the County cannot resolve an MOU dispute, either Party may submit written notice to the other Party to commence the negotiation of an amendment to the terms of this MOU. Upon issuance of the written notice, negotiations must commence within fifteen (15) business days. Each Party shall use good faith efforts in negotiating the terms of an amendment to this MOU. In the event negotiations are not concluded within sixty (60) business days, the Party requesting the amendment may proceed with the following Dispute Resolution process:

Dispute Resolution Process; 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 fifteen (15) 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 within fifteen (15) business days for non-binding mediation. If the mediation fails to resolve the dispute, either Party may request binding arbitration within fifteen (15) business days 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, except when a notice of termination has been issued. In the event a notice of termination has been issued by either Party, the dispute resolution process shall terminate at the end of the twelve (12) month period and all mutual obligations with regard to this MOU shall terminate.

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 (Civil Code §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 specific portions of a record 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 Section 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.

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.

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 May 5, 2026 ("Effective Date").

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chairman, Board of Supervisors

Dated: _____

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)

Name Anabel Z. Romero
(Print or type name of person signing contract)

Title Court Executive Officer
(Print or Type)

Dated: _____

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 local 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, net of allowable costs.
12. Annually, County will prepare list of Program accounts recommended for discharge for Court validation.
13. County shall comply with reporting requirements set forth in Penal Code Section 1463.010 (c) , 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.
14. 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.
15. Upon termination of this MOU, all Program accounts shall be returned to the Court within thirty (30) days of the date of termination.
16. 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.
17. When the County has exhausted all collection efforts and 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 Penal Code Section 1463.010 (c), 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 COLLECTIONS REPORTING TEMPLATE (CRT) 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 collections 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 1483.007 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 (IIC) 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 40903 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 credit 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 1205(e).
- 21 Use restitution rebate, as authorized by Government Code section 13963(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 (SCO) | <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 C