County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Interim Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

September 29, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

REQUEST APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SUPERIOR COURT OF CALIFORNIA; COUNTY OF LOS ANGELES FOR EIGHTEEN-MONTH AMNESTY PROGRAM AND APPROVAL OF AMENDMENT NUMBER TWO TO REVENUE ENHANCEMENT SERVICES CONTRACT (ALL DISTRICTS AFFECTED) (4 VOTES)

SUBJECT

The Chief Executive Office is recommending approval of a Memorandum of Understanding with the Superior Court of California, County of Los Angeles, to establish and implement a one-time mandatory eighteen month Statewide Traffic Tickets/Infraction Amnesty Program from October 1, 2015 through March 31, 2017. The Chief Executive Office is also recommending approval of Amendment Number Two to Contract Number 77697 with GC Services Limited Partnership for the provision of revenue enhancement services related to the mandatory Statewide Traffic Tickets/Infraction Amnesty Program.

JOINT RECOMMENDATION WITH THE EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, THAT THE BOARD:

1. Delegate authority to the Chief Executive Officer to execute the attached Memorandum of Understanding between the County of Los Angeles and the Superior Court of California, County of Los Angeles, for implementation of the Statewide Traffic Tickets/Infraction Amnesty Program from October 1, 2015

through March 31, 2017, pursuant to Vehicle Code section 42008.8.

2. Delegate authority to the Chief Executive Officer to execute the attached Amendment Number Two to Contract Number 77697 with GC Services Limited Partnership for revenue enhancement services related to the mandatory Statewide Traffic Tickets/Infraction Amnesty Program to be conducted from October 1, 2015 through March 31, 2017, and compensated at the current commission rate of 9.59 percent of collections.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Senate Bill 85 (Chapter 26, Statutes 2015) added Vehicle Code Section 42008.8 and requires the County of Los Angeles (County) and the Superior Court of California, Los Angeles County (Court), to implement a one-time mandatory eighteen month Statewide Traffic Tickets/Infraction Amnesty Program (Amnesty Program), effective October 1, 2015 through March 31, 2017, for eligible unpaid bail or fines for traffic and non-traffic Vehicle Code violations. The Amnesty Program may also provide for driver's license release for participants in the program qualifying for reduction, and other participants who are in good standing in a comprehensive collections program, even though they may not qualify for reduction. Violations under the Amnesty Program are eligible if all of the following requirements are met:

- The violation is an infraction violation filed with the court, or a violation of Vehicle Code section 40508 or a violation of Penal Code section 853.7 that was added to an infraction violation filed with the court.
- The initial due date for payment of the bail or fine was on or before January 1, 2013.
- The defendant does not owe victim restitution on any case within the County.
- No misdemeanors or felony warrants for the defendant are outstanding within the County.
- The person is not currently making payments (on an amnesty-eligible violation) to a comprehensive collection program under Penal Code section 1463.007.

The purpose of the Amnesty Program is to provide relief to individuals who have found themselves in default of a court-ordered obligation because they have unpaid bail or fines for traffic and non-traffic violations. The Amnesty Program also may provide relief to individuals who have had their driving privileges suspended under Vehicle Code section 13365. Encouraging payment of old debt that has remained unpaid will allow the Court and County collection program to resolve older delinquent cases and focus limited resources on collection of more recent cases.

Eligible Vehicle Code violations include, but are not limited to:

- Adult Vehicle Code and non-Vehicle Code infractions violations.
- Juvenile Vehicle Code and non-Vehicle Code infraction violations.
- Under Vehicle Code section 42008.8, the term "bail" and "fine" refers to the total bail amount and fine amount due in connection with a specific Vehicle Code and/or non-Vehicle Code infraction.

Violations which are excluded from the Amnesty Program are:

- Any payment made (on specific case(s) which amnesty is requested) after June 24, 2015, either voluntarily or involuntarily, disqualifies the case from eligibility for a reduction of the outstanding amount. However, the individual's driver's license may be reinstated if they are in good standing in a comprehensive collections program.
- For the purpose of this Amnesty Program, civil assessments are not included in the "bail" or "fine" amount.
- For Amnesty Program purposes, any remaining balance of a civil assessment amount imposed pursuant to Penal Code section 1214.1 must be deducted from the outstanding bail or fine amount *before* any amnesty reduction calculations and *shall* not be collected.

Implementation of Strategic Plan Goals

The Amnesty Program supports the County's Strategic Plan, Goal 1: Operational Effectiveness - Maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services; and Goal 3: Integrated Services Delivery – maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of community and public safety services.

FISCAL IMPACT/FINANCING

The mandatory Amnesty Program should generate additional revenue for the County. The delinquent accounts previously considered uncollectible may become collectible due to the incentives afforded by the Amnesty Program. The current contractor, GC Services Limited Partnership, will be compensated at their current commission rate of 9.59 percent for collections required under the Amnesty Program. The costs of contracting for the collection services are fully offset by the revenues collected and therefore, there is no impact to net County cost. The County may also charge an

amnesty program fee of $50 per participant and is the total fee that may be added to a case.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Senate Bill 85 (Chapter 26, Statutes 2015) mandates a one-time mandatory eighteen months Statewide Traffic Tickets/Infraction Amnesty Program to be conducted from October 1, 2015 through March 31, 2017, for eligible unpaid bail or fines for traffic and non-traffic Vehicle Code violations. The purpose is to allow courts and counties to resolve older delinquent cases and focus limited resources on the collection of more recent cases. Individuals will be allowed to pay 50 percent (or depending on income qualifications, 20 percent) of the fine or bail under the Amnesty Program. The Amnesty Program implemented by the County/Court must be conducted in accordance with the guidelines established by the Judicial Council.

If a participant defaults on an amnesty installment plan, the collection program may refer the participant to the Franchise Tax Board for collection of any remaining balance owed, including an amount equal to the reasonable administrative costs incurred by the Franchise Tax Board to collect the delinquent amount owed. During the amnesty period, the collection program may use other collection efforts authorized by Penal Code section 1463.007, except initiating driver's license suspension or hold actions.

A Memorandum of Understanding (MOU) between the County and Court is required in order to implement the Amnesty Program. Amendment Number Two to Contract Number 77697 is required to amend the scope of work for the administration of the Amnesty Program by GC Services Limited Partnership. GC Services Limited Partnership administered a similar amnesty program from January 1, 2012 through June 30, 2012, under Contract Number 77697.

The Amnesty Program does not result in the expungement, but rather aids counties and courts in the collection of unpaid fines and fees, while providing relief to individuals with outstanding eligible debt and relief to individuals with suspended driving privileges.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the MOU will allow the County and Court to collect fines and fees owed that have not been paid in the last eighteen months and are therefore unlikely to be collected without an incentive like the Amnesty Program.

The GC Services Limited Partnership contract became effective January 1, 2012, for a period of three years, with two one-year renewals periods, and six month-to-month

extensions. The maximum termination date for this contract is June 30, 2017. The mandatory Amnesty Program will terminate March 31, 2017, and will not require a modification to the contract period for the GC Services Limited Partnership Agreement.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two signed originals of the contract and one adopted Board letter to the CEO.

Respectfully submitted,

Sachi A. Hamai

SACHI A. HAMAI
Interim Chief Executive Officer

Sherri R. Carter by

SHERRI R. CARTER
Executive Officer/Clerk
Superior Court of California,
County of Los Angeles

SAH:SRC:JJ
SW:VC:cc

Attachments

c: Executive Office, Board of Supervisors
County Counsel

PS092915.TC.Amnesty Program.bl.docx

MEMORANDUM OF UNDERSTANDING

Statewide Traffic Tickets/Infraction Amnesty Program of 2015

This Memorandum of Understanding (hereinafter "MOU") is made by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES (hereinafter "COURT") and the COUNTY OF LOS ANGELES (hereinafter "COUNTY"). The purpose of this MOU is to document the parties' understanding of the one-time mandatory eighteen (18) month Statewide Traffic Tickets/Infraction Amnesty Program (Amnesty Program).

WHEREAS, the State of California has mandated an Amnesty Program for unpaid bail and fines for traffic and non-traffic infraction violations from October 1, 2015 through March 31, 2017 to accept in full satisfaction, after deducting any and all remaining balance of a civil assessment amount imposed under Penal Code section 1214.1, 50 or 20 percent of the remaining fine or bail amount, subject to eligibility requirements; and

WHEREAS, pursuant to Section 42008.8 of the Vehicle Code, the eligibility criteria for the Amnesty Program are: an infraction violation filed with the court, or a violation of Vehicle Code section 40508 or a violation of Penal Code section 853.7 that was added to an infraction violation filed with the Court; the initial due date for appearance or payment of bail or fine was on or before January 1, 2013; the individual does not owe victim restitution on any case within the County; the individual has no outstanding misdemeanor or felony warrants within the County; the person is not currently (as of June 24, 2015) making payments on an amnesty eligible violation to the comprehensive collection program; and

WHEREAS, if an individual is in good standing with the comprehensive collections program and has appeared in court, has paid the fine in full or has agreed to the terms of the amnesty payment plan, or has otherwise satisfied the Court, the Court must notify the DMV, as authorized by Vehicle Code section 40509 (a) and (b).

NOW THEREFORE, in consideration of the foregoing, COUNTY AND COURT do hereby mutually agree as follows:

1. To implement the one-time mandatory eighteen (18) month Statewide Traffic Tickets/Infraction Amnesty Program pursuant to Section 42008.8 of the Vehicle Code in accordance with Judicial Council guidelines for the period from October 1, 2015 through March 31, 2017.

2. To exclude the following Vehicle Code violations from the Amnesty Program: 23103 reckless driving; 23104 reckless driving with bodily

injury; 23105 reckless driving with a prior conviction; 23152 driving under the influence; 23153 driving under the influence with bodily injury; and all parking violations.

3. To exclude the optional component of the amnesty program to fines and bail imposed for lower level misdemeanor violations of the Vehicle Code including but not limited to: 12500(a) unlicensed driver; 14601.1(a) driving on a suspended license; 21309(a) exhibition of speed (speed contest), et al.

4. In accordance with VC 42008.8, a $50 Amnesty Program fee will be charged to each participant.

5. This MOU may be terminated by either party upon a 60-day advance written notice.

6. In the performance of this MOU, COUNTY AND COURT shall each be responsible only for the acts and omissions of its own officers, employees, and agents, and shall indemnify and hold harmless each other for all liability relating thereto.

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused the Memorandum of Understanding to be subscribed by its Executive Officer/Clerk, and the County of Los Angeles has caused this Memorandum of Understanding to be subscribed by its Chief Executive Officer.

Executed this _____ day of _____, 2015 at Los Angeles, California.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

SHERRI R. CARTER
Executive Officer/Clerk

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Interim Chief Executive Officer

APPROVED AS TO FORM:

Court Counsel

APPROVED AS TO FORM:
MARY C. WICKHAM
Interim County Counsel

Deputy County Counsel

DRAFT v09/11/2015

AMENDMENT NO. 2

CONTRACT BY AND BETWEEN COUNTY OF LOS ANGELES FOR THE SUPERIOR COURT OF LOS ANGELES COUNTY AND GC SERVICES LIMITED PARTNERSHIP FOR REVENUE ENHANCEMENT SERVICES

Contract No. 77697

THIS AMENDMENT is made and entered into this _____ day of _____, 2015,

by and between	COUNTY OF LOS ANGELES FOR THE SUPERIOR COURT OF LOS ANGELES COUNTY (hereinafter "COUNTY"),
and	GC SERVICES LIMITED PARTNERSHIP (hereafter "CONTRACTOR" or "CONSULTANT") Business Address: 6330 Gulfton Street Houston, Texas 77081

WHEREAS, reference is made to that certain document entitled "CONTRACT BETWEEN COUNTY OF LOS ANGELES FOR THE LOS ANGELES SUPERIOR COURT AND GC SERVICES LIMITED PARTNERSHIP FOR REVENUE ENHANCEMENT SERVICES", dated January 1, 2012 and further identified as Contract No. 77697, and any amendments thereto (all hereafter referred to as "Agreement" or "Contract"); and

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that Contract No. 77697 shall be amended as follows:

1. Exhibit A Statement of Work section 3.0 Contractor's Specific Service Requirements, shall be amended to add Section 3.16 Eighteen Month Amnesty Program (see attached Exhibit A-1).

2. Contract Provisions Paragraph 5.0 Contract Sum, shall be amended to add Paragraph 5.1.1 (see attached Exhibit A-2).

3. Exhibit B, Pricing Schedule, shall be amended to add the eighteen month amnesty commission (see attached Exhibit A-3).

Except for the changes set forth herein above, Contract shall not be changed in any respect by the Amendment. Furthermore, this contract amendment does not extend the original maximum total contract term of (5) years and (6) months.

IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ Date_____

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

By_____ Date 9-15-15
SHERRI R. CARTER
Executive Officer/Clerk

Approved as to form:
Mary Wickham
Interim County Counsel

By_____
Deputy County Counsel

APPROVED AS TO FORM.

_____
Court Counsel

CONTRACTOR
GC SERVICES LIMITED PARTNERSHIP

By (SEE ATTACHED) Date_____

Title_____

Except for the changes set forth herein above, Contract shall not be changed in any respect by the Amendment. Furthermore, this contract amendment does not extend the original maximum total contract term of (5) years and (6) months.

IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the CONTRACTOR has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By_____ Date_____

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

By_____ Date_____
SHERRI R. CARTER
Executive Officer/Clerk

Approved as to form:
Mary Wickham
Interim County Counsel

By_____
Deputy County Counsel

CONTRACTOR
GC SERVICES LIMITED PARTNERSHIP by
GC Financial Corp., Managing General Partner

By_____ Date September 15, 2015

Name Michael D. Jones

Title Executive Vice President & CFO

EXHIBIT A-1

STATEMENT OF WORK - INFRACTION AMNESTY PROGRAM

3.16 EIGHTEEN MONTH AMNESTY PROGRAM

Pursuant to California Vehicle Code Section 42008.8, which is adopted by the California Legislature, COUNTY/LASC shall establish an eighteen (18) month amnesty program, from October 1, 2015 through March 31, 2017, in accordance with Judicial Council Guidelines, which shall be adopted no later than October 1, 2015, for specified individuals convicted of an infraction who have delinquent court-ordered debt which was initially due on or before January 1, 2013.

As directed by COUNTY/LASC and in accordance with Judicial Council Guidelines, CONTRACTOR shall segregate and perform collection activity on accounts eligible for amnesty. Additionally, CONTRACTOR shall perform any operational tasks and duties to administer the amnesty program in its entirety.

CONTRACTOR shall accept only the amount authorized/specified by the COUNTY/LASC as full payment, and/or as required by Judicial Council guidelines.

CONTRACTOR shall segregate and process payments received during the amnesty program in the same manner as described in Statement of Work Section 3.8 - Processing Debtor Payments, and/or as required by Judicial Council guidelines.

As required by Judicial Council guidelines, CONTRACTOR shall provide the required report data of the Amnesty Program to COUNTY/LASC. The CONTRACTOR shall be compensated only on the amount collected by the CONTRACTOR pertaining to the qualifying infraction, excluding amounts collected for the amnesty program fee.

3.16.1 ELIGIBLE FINE OR BAIL PAYMENT

COUNTY/LASC and CONTRACTOR shall accept, in full satisfaction of any eligible fine or bail, **50 percent** of the fine or bail amount. If the participant certifies under penalty of perjury that the participant receives any of the public benefits listed in subdivision (a) of Section 68632 of the Government Code or is within the conditions described in subdivision (b) of Section 68632 of the Government Code, the amnesty program shall accept, in full satisfaction of any eligible fine or bail, **20 percent** of the fine or bail amount.

Public benefits as defined in subdivision (a) of Section 68632:

(1) Supplemental Security Income (SSI) and State Supplementary Payment (SSP) (Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

(2) California Work Opportunity and Responsibility to Kids Act (CalWORKs) (Chapter 2 (commencing with Section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code) or a federal Tribal Temporary Assistance for Needy Families (Tribal TANF) grant program (Section 10553.25 of the Welfare and Institutions Code).

(3) Supplemental Nutrition Assistance Program (Chapter 51 (commencing with Section 2011) of Title 7 of the United States Code) or the California Food Assistance Program (Chapter 10.1 (commencing with Section 18930) of Part 6 of Division 9 of the Welfare and Institutions Code).

(4) County Relief, General Relief (GR), or General Assistance (GA) (Part 5 (commencing with Section 17000) of Division 9 of the Welfare and Institutions Code).

(5) Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants (CAPI) (Chapter 10.3 (commencing with Section 18937) of Part 6 of Division 9 of the Welfare and Institutions Code).

(6) In-Home Supportive Services (IHSS) (Article 7 (commencing with Section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

(7) Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code).

Conditions in subdivision (b) of Section 68632 of the Government Code are defined as:

(b) An applicant/participant whose monthly income is 125 percent or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of paragraph (2) of Section 9902 of Title 42 of the United States Code.

2015 Poverty Guidelines for the 48 Contiguous States and the District of Columbia

Household Size	100%	125%
1	$11,770	$14,713
2	15,930	19,913
3	20,090	25,113
4	24,250	30,313
5	28,410	35,513
6	32,570	40,713
7	36,730	45,913
8	40,890	51,113

Source: https://www.federalregister.gov/articles/2015/01/22/2015-01120/annual-update-of-the-hhs-poverty-guidelines#t-1

3.16.2 AMNESTY ELIGIBILITY REQUIREMENTS

- The violation is an infraction violation filed with the court.
- It is a violation of subdivision (a) or (b) of Vehicle Code Section 40508, or a violation of Penal Code Section 853.7 that was added to the case.
- The initial due date for payment of the fine or bail was on or before January 1, 2013.
- There are no outstanding misdemeanor or felony warrants for the defendant within the County other than warrants for misdemeanor violations subject to the Amnesty program.
- The defendant does not owe victim restitution on any case within the county.
- The person is not currently (as of June 24, 2015) making payments to a comprehensive collection program.
- Persons who made a payment after June 24, 2015 on a ticket are not eligible for a reduction for that ticket, but may be eligible to have their driver's license reinstated if they are in good standing on a payment plan with a comprehensive collection program.

3.16.3 INSTALLMENT PLAN

- The CONTRACTOR shall offer a payment plan option pursuant to Judicial Council guidelines in which a monthly payment is equal to the amount that an eligible participant can afford to pay per month, consistent with Sections 68633 and 68634 of the Government Code.
- If a participant chooses the payment plan option, the CONTRACTOR shall collect all relevant information to allow for collection by the Franchise Tax Board pursuant to existing protocols prescribed by the Franchise Tax Board to collect delinquent debts of any amount in which a participant is delinquent or otherwise in default under his or her amnesty payment plan.
- If a participant does not comply with the terms of their payment plan under the amnesty program, including failing to make one or more payments, the CONTRACTOR shall send a notice to the participant that he or she has failed to make one or more payments and that the participant has 30 days to either resume making payments or to request the CONTRACTOR to change the payment amount.
- If the participant fails to respond to the notice within 30 days, the CONTRACTOR may refer to the Franchise Tax Board for collection of any remaining balance owed, including an additional amount equal to the

reasonable administrative costs incurred by the Franchise Tax Board to collect delinquent amounts owed.

- As directed by COUNTY/LASC, the CONTRACTOR may utilize additional collection efforts pursuant to Penal Code Section 1463.007, except for subparagraph (C) of paragraph (4) of subdivision (c) of that section.

3.16.4 ADVERTISING AND MARKETING CAMPAIGN

The CONTRACTOR may provide advertising and marketing services for the Infraction Amnesty Program appropriate to the community, including but not limited to:

- Public Service Announcements (PSA) developed for the local community (e.g. Spanish and other languages) with a message approved by COUNTY/LASC;

- Traditional advertising media services such as television, newspapers, magazines, posters, hand-out material, and mailed notices;

- Outbound dialer campaigns;

- A plan for the utilization of the above communication methods beginning not more than 15 days after the effective date of this Contract.

All proposed advertising and marketing services are to be pre-approved by COUNTY/LASC. COUNTY/LASC may determine the associated cost reimbursement amount for advertising and marketing services to the CONTRACTOR.

3.16.5 REPORTING REQUIREMENTS

CONTRACTOR shall comply with the reporting requirements set forth in the Vehicle Code Section 42008.8, as specified in the following example:

REPORT SAMPLE

Infraction Amnesty Program Collections Report
October 1, 2015 through March 31, 2017

	# Accts Referred	Total Value of Accounts	# Accts with 50% Amnesty	Value Accts 50%	# Accts with 20% Amnesty	Value Accts 20%	# Accts PIF	Total PIF Revenue Collected	# Accts on Pymt Plan	Total Pymt Plan Revenue	# Accts Defaulted	Total Balance Defaulted	# Accts referred to FTB	Value Accts to FTB	Total Revenue Collected	Total Civil Assessment Reduction	Total Operating Cost	Total Commission
Month 1																		
Month 2																		
Month 3																		
Month 4																		
Month 5																		
Month 6																		
Month 7																		
Month 8																		
Month 9																		
Month 10																		
Month 11																		
Month 12																		
Month 13																		
Month 14																		
Month 15																		
Month 16																		
Month 17																		
Month 18																		
TOTAL	$ -	$ -	$ -		$ -		$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -

CONTRACTOR shall also provide any additional reports required by COUNTY/LASC. At the discretion of COUNTY/LASC, the reports may be electronically transferred and/or provided in hardcopy format.

In addition, CONTRACTOR shall maintain a database containing data elements and attributes for each participant's account:

1) Customer's Court Location of original record
2) Customer's Citation Number of original record
3) Customer's Citation Violation Date
4) Customer's LEA (Law Enforcement Agency) of original record
5) Customer Driver's License Number
6) Customer Driver's License State
7) Defendant Last Name
8) Defendant First Name
9) Defendant Middle Name
10) Defendant Suffix
11) Date of Birth (MM/DD/YYYY)
12) Case Court location of Warrant case (Court Location for ETRS, Judicial District for the Department that issued the warrant for TCIS)
13) Case number or Citation number for Warrant case (Could be ETRS citation or TCIS case number)
14) Warrant Issue Date (MM/DD/YYYY)
15) GC Services Number
16) Original delinquent balance
17) Amnesty balance at 50%
18) Amnesty balance at 20%
19) Amnesty balance – no discount
20) Driver's license release status
21) Civil assessment amount waived
22) Installment payment status
23) Installment Delinquent Status
24) Balance outstanding / debt amount transferred (if installment delinquent status = Y)
25) Balance Transfer Date
26) Debt type – COD or TIP
27) Client ID (User Assigned)
28) FTB participant ID (Assigned by FTB)
29) FTB agency code (Assigned by FTB)
30) Defendant Social Security Number
31) Defendant Current Physical Address (street, city, state, ZIP)
32) Current contact number (home and mobile)
33) Current employer name (if employed)
34) Current employer address
35) Current employer contact number

The CONTRACTOR shall provide sample reports to COUNTY/LASC for approval prior to the implementation.

3.16.6 ACKNOWLEDGMENT REPORT

Upon request, CONTRACTOR shall provide a complete list to the COUNTY/LASC of all accounts by account category each time the COUNTY/LASC refers accounts to CONTRACTOR. The report shall be provided within two (2) business days following the date the CONTRACTOR can access the referral, and will list as applicable:

- Debtor's name
- Case number
- Bail or fine due date
- Amount of bail or fine referred

3.16.7 DAILY PAYMENT TRANSMITTAL REPORT

Upon request, CONTRACTOR shall provide the COUNTY/LASC a daily payment information report, on the next business day, reflecting the prior day's payments. The daily payment transmittal report will include a listing of every account upon which full payment has been made, and for each such account, where applicable:

- Debtor's name
- Case number
- Total paid
- Installment paid (if on payment plan)
- Amount paid with personal check that has not yet cleared

3.16.8 DAILY ADJUSTMENT REPORT

Upon request, on the business day following the processing of any adjustment on any account, CONTRACTOR will provide the COUNTY/LASC with a daily report of each account where an adjustment has been made to any amount referred or owed. In addition, the report will summarize each day's adjustment reasons by category of "Cash" or "Non-Cash." Examples of adjustment reasons are as follows:

(a) Cash-related Adjustment

- Returned Check
- Misapplied Payment
- Overpayment

(b) Non-Cash related Adjustment

- Referred in error by LASC
- Incorrect referral amount
- Payment collected by LASC (only if payment taken by LASC since all types of payments should be directed to the GCS window)

3.16.9 ACCOUNT STATUS REPORT

Within five (5) business days after the end of each calendar month, CONTRACTOR will provide LASC with a complete listing of all such LASC

accounts, by location, currently held by the CONTRACTOR. The report shall be on disc or other electronic media that does not require the CONTRACTOR or LASC to produce a hard copy report. The account status report will include, but not limited to, 1) debtor's full name; 2) citation number; 3) bail or fine amount referred; 4) civil assessment waived; 5) amnesty 50% or 20%; 6) total payments and adjustments; 7) collection status (e.g. PIF, Installment status, default and referred to FTB); 8) driver's license release status. The account status report will be sorted alphabetically by debtor's last name.

3.16.10 TRANSITION SERVICES

CONTRACTOR shall continue to forward all payments received on any accounts referred by COUNTY/LASC. If payment is forwarded to the COUNTY/LASC within 15 calendar days of expiration or termination of the Eighteen Month Infraction Amnesty Program the COUNTY/LASC will pay CONTRACTOR the commission rate identified for the Infraction Amnesty Program. If the CONTRACTOR forwards payment to COUNTY/LASC after 15 calendar days of expiration or termination of the Infraction Amnesty Program, the CONTRACTOR will receive the General Commission Rate associated with regular, non-amnesty related collections.

EXHIBIT A-2

5.1.1 For gross collections of qualifying eighteen month amnesty accounts and qualifying amnesty fines or bail balances, which shall not include collections of the $50 amnesty program fee from each participant, CONTRACTOR shall retain a 9.59 percent (%) commission rate, with the exception of advertising and marketing expenses that will be reimbursed at cost, to be determined by COUNTY/LASC.

EXHIBIT A-3

PRICING SCHEDULE

Eighteen Month Amnesty Commission Rate: 9.59% with program dates from October 1, 2015 through March 31, 2017 (commission shall not include collections of the $50 amnesty program fee from each participant), with exception that COUNTY/LASC may determine the actual cost reimbursement amount for advertising and marketing services to the CONTRACTOR.