



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

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

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

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

*"To Enrich Lives Through Effective And Caring Service"*

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Intra-County Correspondence Sent Electronically Only***

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

The Honorable Board of Supervisors  
September 29, 2015  
Page 5


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  
Interim Chief Executive Officer

  
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

COUNTY OF LOS ANGELES



SHERRI R. CARTER  
Executive Officer/Clerk



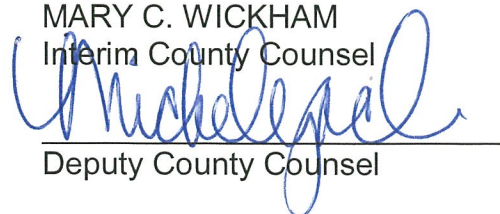
SACHI A. HAMA  
Interim Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Court Counsel



MARY C. WICKHAM  
Interim County Counsel

Deputy County Counsel

**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).



45 Except for the changes set forth herein above, Contract shall not be changed in any  
46 respect by the Amendment. Furthermore, this contract amendment does not extend the  
47 original maximum total contract term of (5) years and (6) months.  
48

49 IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the  
50 CONTRACTOR has caused this Contract to be executed by its duly authorized  
51 representative.  
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53  
54 **COUNTY OF LOS ANGELES**  
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58 By \_\_\_\_\_ Date \_\_\_\_\_  
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62 **SUPERIOR COURT OF CALIFORNIA**  
63 **COUNTY OF LOS ANGELES**  
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66 By  Date 9-15-15  
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68 SHERRI R. CARTER  
69 Executive Officer/Clerk  
70

71  
72 Approved as to form:  
73 Mary Wickham  
74 Interim County Counsel  
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APPROVED AS TO FORM:

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77 By   
78 Deputy County Counsel  
79

  
Court Counsel

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82  
83 **CONTRACTOR**  
84 **GC SERVICES LIMITED PARTNERSHIP**  
85

86  
87 By (SEE ATTACHED) Date \_\_\_\_\_  
88

89  
90 Title \_\_\_\_\_  
91

45 Except for the changes set forth herein above, Contract shall not be changed in any  
46 respect by the Amendment. Furthermore, this contract amendment does not extend the  
47 original maximum total contract term of (5) years and (6) months.  
48

49 IN WITNESS THEREOF, COUNTY has caused this Contract to be executed by the  
50 CONTRACTOR has caused this Contract to be executed by its duly authorized  
51 representative.  
52

53  
54 **COUNTY OF LOS ANGELES**  
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58 By \_\_\_\_\_ Date \_\_\_\_\_  
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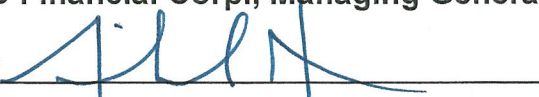
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62 **SUPERIOR COURT OF CALIFORNIA**  
63 **COUNTY OF LOS ANGELES**  
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68 SHERRI R. CARTER  
69 Executive Officer/Clerk  
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71  
72 Approved as to form:  
73 Mary Wickham  
74 Interim County Counsel  
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77  
78 By \_\_\_\_\_  
79 Deputy County Counsel  
80

81  
82  
83 **CONTRACTOR**  
84 **GC SERVICES LIMITED PARTNERSHIP by**  
85 **GC Financial Corp., Managing General Partner**  
86

87 By  \_\_\_\_\_ Date September 15, 2015  
88

89 Name Michael D. Jones  
90  
91 Title Executive Vice President & CFO  
92

92 **EXHIBIT A-1**

93  
94 **STATEMENT OF WORK - INFRACTION AMNESTY PROGRAM**

95  
96 **3.16 EIGHTEEN MONTH AMNESTY PROGRAM**

97  
98 Pursuant to California Vehicle Code Section 42008.8, which is adopted by the  
99 California Legislature, COUNTY/LASC shall establish an eighteen (18) month  
100 amnesty program, from October 1, 2015 through March 31, 2017, in accordance  
101 with Judicial Council Guidelines, which shall be adopted no later than October 1,  
102 2015, for specified individuals convicted of an infraction who have delinquent court-  
103 ordered debt which was initially due on or before January 1, 2013.

104  
105 As directed by COUNTY/LASC and in accordance with Judicial Council Guidelines,  
106 CONTRACTOR shall segregate and perform collection activity on accounts eligible  
107 for amnesty. Additionally, CONTRACTOR shall perform any operational tasks and  
108 duties to administer the amnesty program in its entirety.

109  
110 CONTRACTOR shall accept only the amount authorized/specified by the  
111 COUNTY/LASC as full payment, and/or as required by Judicial Council guidelines.

112  
113 CONTRACTOR shall segregate and process payments received during the  
114 amnesty program in the same manner as described in Statement of Work Section  
115 3.8 - Processing Debtor Payments, and/or as required by Judicial Council  
116 guidelines.

117  
118 As required by Judicial Council guidelines, CONTRACTOR shall provide the  
119 required report data of the Amnesty Program to COUNTY/LASC. The  
120 CONTRACTOR shall be compensated only on the amount collected by the  
121 CONTRACTOR pertaining to the qualifying infraction, excluding amounts collected  
122 for the amnesty program fee.

123  
124 **3.16.1 ELIGIBLE FINE OR BAIL PAYMENT**

125  
126 COUNTY/LASC and CONTRACTOR shall accept, in full satisfaction of any eligible  
127 fine or bail, **50 percent** of the fine or bail amount. If the participant certifies under  
128 penalty of perjury that the participant receives any of the public benefits listed in  
129 subdivision (a) of Section 68632 of the Government Code or is within the  
130 conditions described in subdivision (b) of Section 68632 of the Government Code,  
131 the amnesty program shall accept, in full satisfaction of any eligible fine or bail, **20**  
132 **percent** of the fine or bail amount.

133  
134 Public benefits as defined in subdivision (a) of Section 68632:

- 135  
136 (1) Supplemental Security Income (SSI) and State Supplementary Payment  
137 (SSP) (Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of  
138 Division 9 of the Welfare and Institutions Code).

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

145  
146 (3) Supplemental Nutrition Assistance Program (Chapter 51 (commencing with  
147 Section 2011) of Title 7 of the United States Code) or the California Food  
148 Assistance Program (Chapter 10.1 (commencing with Section 18930) of Part 6 of  
149 Division 9 of the Welfare and Institutions Code).

150  
151 (4) County Relief, General Relief (GR), or General Assistance (GA) (Part 5  
152 (commencing with Section 17000) of Division 9 of the Welfare and Institutions  
153 Code).

154  
155 (5) Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants  
156 (CAPI) (Chapter 10.3 (commencing with Section 18937) of Part 6 of Division 9 of  
157 the Welfare and Institutions Code).

158  
159 (6) In-Home Supportive Services (IHSS) (Article 7 (commencing with Section  
160 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

161  
162 (7) Medi-Cal (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9  
163 of the Welfare and Institutions Code).

164  
165 Conditions in subdivision (b) of Section 68632 of the Government Code are  
166 defined as:

167  
168 (b) An applicant/participant whose monthly income is 125 percent or less of the  
169 current poverty guidelines updated periodically in the Federal Register by the  
170 United States Department of Health and Human Services under the authority of  
171 paragraph (2) of Section 9902 of Title 42 of the United States Code.

172  
173 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

174  
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176 Source: [https://www.federalregister.gov/articles/2015/01/22/2015-01120/annual-update-of-the-](https://www.federalregister.gov/articles/2015/01/22/2015-01120/annual-update-of-the-hhs-poverty-guidelines#t-1)  
177 [hhs-poverty-guidelines#t-1](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

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

- 229
- 230 • As directed by COUNTY/LASC, the CONTRACTOR may utilize additional  
 231 collection efforts pursuant to Penal Code Section 1463.007, except for  
 232 subparagraph (C) of paragraph (4) of subdivision (c) of that section.

233

234 **3.16.4 ADVERTISING AND MARKETING CAMPAIGN**

235

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

- 239
- 240 • Public Service Announcements (PSA) developed for the local community  
 241 (e.g. Spanish and other languages) with a message approved by  
 242 COUNTY/LASC;
- 243
- 244 • Traditional advertising media services such as television, newspapers,  
 245 magazines, posters, hand-out material, and mailed notices;
- 246
- 247 • Outbound dialer campaigns;
- 248
- 249 • A plan for the utilization of the above communication methods beginning  
 250 not more than 15 days after the effective date of this Contract.

251

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

256

257 **3.16.5 REPORTING REQUIREMENTS**

258

259 CONTRACTOR shall comply with the reporting requirements set forth in the  
 260 Vehicle Code Section 42008.8, as specified in the following example:  
 261

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																		
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Month 9																		
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Month 18																		
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

263  
264 CONTRACTOR shall also provide any additional reports required by  
265 COUNTY/LASC. At the discretion of COUNTY/LASC, the reports may be  
266 electronically transferred and/or provided in hardcopy format.  
267

268 In addition, CONTRACTOR shall maintain a database containing data elements  
269 and attributes for each participant's account:  
270

- 271 1) Customer's Court Location of original record
- 272 2) Customer's Citation Number of original record
- 273 3) Customer's Citation Violation Date
- 274 4) Customer's LEA (Law Enforcement Agency) of original record
- 275 5) Customer Driver's License Number
- 276 6) Customer Driver's License State
- 277 7) Defendant Last Name
- 278 8) Defendant First Name
- 279 9) Defendant Middle Name
- 280 10) Defendant Suffix
- 281 11) Date of Birth (MM/DD/YYYY)
- 282 12) Case Court location of Warrant case (Court Location for ETRS, Judicial  
283 District for the Department that issued the warrant for TCIS)
- 284 13) Case number or Citation number for Warrant case (Could be ETRS  
285 citation or TCIS case number)
- 286 14) Warrant Issue Date (MM/DD/YYYY)
- 287 15) GC Services Number
- 288 16) Original delinquent balance
- 289 17) Amnesty balance at 50%
- 290 18) Amnesty balance at 20%
- 291 19) Amnesty balance – no discount
- 292 20) Driver's license release status
- 293 21) Civil assessment amount waived
- 294 22) Installment payment status
- 295 23) Installment Delinquent Status
- 296 24) Balance outstanding / debt amount transferred (if installment delinquent  
297 status = Y)
- 298 25) Balance Transfer Date
- 299 26) Debt type – COD or TIP
- 300 27) Client ID (User Assigned)
- 301 28) FTB participant ID (Assigned by FTB)
- 302 29) FTB agency code (Assigned by FTB)
- 303 30) Defendant Social Security Number
- 304 31) Defendant Current Physical Address (street, city, state, ZIP)
- 305 32) Current contact number (home and mobile)
- 306 33) Current employer name (if employed)
- 307 34) Current employer address
- 308 35) Current employer contact number  
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310 The CONTRACTOR shall provide sample reports to COUNTY/LASC for approval  
311 prior to the implementation.

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### **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



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

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369 **3.16.10 TRANSITION SERVICES**

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371 CONTRACTOR shall continue to forward all payments received on any accounts  
372 referred by COUNTY/LASC. If payment is forwarded to the COUNTY/LASC within  
373 15 calendar days of expiration or termination of the Eighteen Month Infraction  
374 Amnesty Program the COUNTY/LASC will pay CONTRACTOR the commission  
375 rate identified for the Infraction Amnesty Program. If the CONTRACTOR forwards  
376 payment to COUNTY/LASC after 15 calendar days of expiration or termination of  
377 the Infraction Amnesty Program, the CONTRACTOR will receive the General  
378 Commission Rate associated with regular, non-amnesty related collections.  
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**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.

390 **EXHIBIT A-3**

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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.