

**Amendment II to Memorandum of Understanding  
Between  
The EI Dorado County Probation Department  
And  
Superior Court of California  
County of EI Dorado  
Regarding Collection of Payments**

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This Amendment II to that Memorandum of Understanding #084-M0510, made and entered into by and between the EI Dorado County Probation Department (hereinafter referred to as "Probation") and the Superior Court of California, County of EI Dorado (hereinafter referred to as "Court"). That MOU sets forth each agency's role and responsibility as it relates to the collection and distribution of victim restitution, fines and fees (to include Probation's) that relate to adult formal probation and adult summary restitution cases as directed by Court policy.

**WHEREAS**, both parties hereto have mutually agreed to and do hereby amend the section entitled "WHEREAS, the Court agrees to:" - paragraph nine (9) as follows:

The Court will submit to their contracted collection agency summary court probation accounts 30 days past due. Each case submitted to the collection agency will include Probations' delinquent fees. If collection agency fees are withheld from payments prior to distribution, the agency must adhere to penal code section 1463.007 (Comprehensive collection program; delinquent fines and forfeitures). The Court will notify Probation of formal court probation accounts that are 30 days past due on a monthly basis.

**WHEREAS**, the Probation Department held responsibility to continue to process payments for adult cases in place prior to June 4, 2007, the following amendment applies:

On all adult cases in place prior to June 4, 2007, where the term of probation has expired, the collection of the case will be transferred to the Court as follows:

***Probation Agrees To:***

The Probation Department will submit a list to the Court of all cases described above. The list will consist of the entire case balance, broken down by specific ***component/bucket*** (restitution, Superior Court fines, and local fees). In addition, Probation will identify the applicable 10% administrative fee that has been earned by Probation as of the date of the report.

Probation may accept full or partial payments on accounts that have transferred to the Court for collections. Individual payments received by Probation for accounts that have transferred to the Court for collections shall be forwarded to the Court.

***Court Agrees to:***

The Court will review each case and update the Court case to reflect the total amount of fees and fines ordered and the balance owing to match Probation's records. Once this has occurred, the Court will issue a 10-day fail to pay (FTP) notice that will include the full amount due including victim restitution and full 10% administrative fee. If the court orders the matter referred to collections, the victim restitution amount owing is deducted from the referral by fine suspending the victim restitution and any unearned 10% administrative fee.

The Court will notify Probation on a monthly basis when the above cases are referred to their contracted collection agency. Once notified, Probation will fine delete all outstanding balances as directed by Court policy including victim restitution, unearned 10% administrative fee, Superior Court fines and other agency local fees. Only Probation's local fees will remain on the case.

Except as herein amended, all other parts and sections of that MOU #084-MO510 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, Court and Probation executed this Amendment to MOU #084-MO510 on the date or dates indicated below:

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Deputy Clerk

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**Superior Court of California  
County of El Dorado**

By: \_\_\_\_\_  
Suzanne N. Kingsbury, Presiding Judge  
Superior Court

By: \_\_\_\_\_  
Tania Ugrin-Capobianco  
Court Executive Officer

**El Dorado County Probation Department**

By: \_\_\_\_\_  
Gregory S. Sly  
Chief Probation Officer  
Contract Administrator

# ORIGINAL COPY

#084-M0510

Amendment I to Memorandum of Understanding  
 Between  
 The El Dorado County Probation Department  
 And  
 Superior Court of California  
 County of El Dorado  
 Regarding Collection of Payments

This Amendment I to that Memorandum of Understanding #084-M0510, made and entered into by and between the El Dorado County Probation Department (hereinafter referred to as "Probation") and the Superior Court of California (hereinafter referred to as "Court"). That MOU sets forth each agency's role and responsibility as it relates to the collection and distribution of victim restitution, fines and fees (to include Probation's) that relate to adult formal probation and adult summary restitution cases.

**WHEREAS**, both parties hereto have mutually agreed to amend the section entitled "WHEREAS, the Court agrees to:" - paragraph nine (9) as follows:

The Court will submit to their contracted collection agency summary court probation accounts 60 days past due. Each case submitted to the collection agency will include Probation's delinquent fees. If collection agency fees are withheld from payments prior to distribution, the agency must adhere to penal code section 1463.007 (Comprehensive collection program; delinquent fines and forfeitures). The Court will notify Probation of formal court probation accounts that are 60 days past due on a monthly basis.

Except as herein amended, all other parts and sections of that MOU #084-M0510 shall remain unchanged and in full force and effect.


**IN WITNESS WHEREOF**, Court and Probation executed this Amendment to MOU #084-M0510 on the date or dates indicated below:

**Requesting Contract Administrator/Department Head Concurrence:**


By: Joseph S. Warchol II Dated: 5-30-06  
 Joseph S. Warchol II  
 Chief Probation Officer

EL DORADO COUNTY

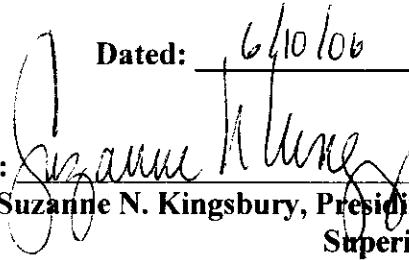
Dated: 7-11-06

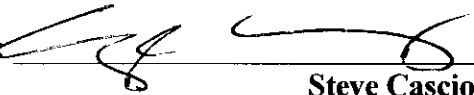
By:   
**JAMES R. SWEENEY** Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By:  Date: 7-11-06  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF EL DORADO

Dated: 6/10/06  
By:   
Suzanne N. Kingsbury, Presiding Judge  
Superior Court

Dated: 6/8/06  
By:   
Steve Cascioppo  
Court Executive Officer

# COPY

#084-M0510

## Memorandum of Understanding

*Between*

**The El Dorado County Probation Department**

*And*

**Superior Court of California  
County of El Dorado**

*Regarding*

**Collection of Payments**

**This Memorandum of Understanding (MOU)** is entered into by and between the El Dorado County Probation Department (hereinafter referred to as "Probation") and the Superior Court of California (hereinafter referred to as "Court"). This MOU sets forth each agency's role and responsibility as it relates to the collection and distribution of victim restitution, fines and fees (to include Probation's) that relate to adult formal probation and adult summary restitution cases.

**WHEREAS**, the Court agrees to:

Process all payments beginning November 1, 2004 (or when all software updates and training has been accomplished) for Placerville and South Lake Tahoe adult formal probation and adult summary restitution cases dispositioned from that date thereafter. Probation will continue to accept and process payments for Placerville and South Lake Tahoe Juvenile cases and all Juvenile Hall parental reimbursement accounts. Probation will continue to process payments for adult cases in place prior to November 1, 2004.

The Court will provide the Probation Department a weekly report with the names, case numbers, amount of payments, whether the payments were check or cash and the components/buckets that were credited along with each individual amount from the Court. The components/buckets will be titled as follows with the addition of three (3) buckets yet to be named:

- 10 % Restitution Fee
- Restitution
- Diversion
- Probation Report Fee
- Supervision Fee
- Urinalysis

- Misc.

The Court shall be responsible for the accuracy and completeness of the above reports. If there are delays or inaccuracies that result in a fine or penalty to Probation, the Court shall reimburse Probation as soon as the amount of the fine/penalty is known.

The Court will provide to Probation on a monthly basis a journal entry listing the above components/buckets that balance back to the weekly reports. The journal entry will place funds in individual index codes as specified by the Probation Department. The distribution of funds will occur at the end of each calendar month.

All payment distribution made by the Court will adhere to penal code section 1203.1d. Any audit exceptions that are a direct result of inappropriate distribution of funds by the Court under this section will not be the responsibility of Probation.

Court will provide copies of any new court orders that pertain to restitution when the amounts have been changed after the original disposition.

Probation will not be held responsible for overpayment of victim restitution where the Court has failed to notify Probation within 30 days of the appropriate restitution amendment.

Court will notify Probation within 30 days from the date a defendant's check is returned (examples: non-sufficient funds, stop payments, closed account). If notification is not made and the payment gets disbursed to a victim, the Court will adjust the next payment made by the defendant so overpayment to the victim does not occur. Probation will be held harmless for overpayment of victim restitution where there has been no notification by the Court. The Court will not be held responsible for overpayments to victims if notification from the El Dorado County Auditor's office to the Court Administrative Office occurs 45 days after the date the check was returned.

The Court will submit to their contracted collection agency all accounts 60 days past due. Each case submitted to the collection agency will include Probation's delinquent fees. If collection agency fees are withheld from payments prior to distribution, the agency must adhere to penal code section 1463.007. (Comprehensive collection program; delinquent fines and forfeitures).

The Court agrees to track all "joint and severally liable" cases and appropriately reduce victim restitution in such cases. All information on "joint and severally liable" cases will be given to Probation so overpayment of victim restitution does not occur. The Probation Department will not be held responsible for overpayment of victim restitution where the Court has failed to notify Probation of the appropriate restitution reduction on all defendants.

The County reserves the right to request an audit (at County cost) of financial records that pertain to County collections. The Court agrees to have fiscal documentation available

upon request due to audit requirements. Fiscal documentation must be retained by the Court in accordance with acceptable accounting standards.

**WHEREAS, Probation agrees to:**

Process all restitution checks to victims in accordance with penal code section 1203.1(b). Probation also agrees to handle inquiries from victims. Where restitution has not been determined at the time of disposition, Probation will determine and notify the Court of the restitution amount and any amendments thereafter.

Probation agrees to notify the Court when payments are made to restitution on a juvenile case where the juvenile is "joint and severally liable" with adult defendant(s). The Court will then reduce restitution on all appropriate adult cases. The Court will not be held responsible for overpayment of victim restitution where the Probation Department has failed to notify the Court of the appropriate restitution reduction on all defendants.

Probation agrees to pay a one-time fee of \$ 3,750.00 to modify the Court ISD system to accommodate the reports required by Probation. For this amount, Probation will receive services as indicated on Exhibit A.

Probation agrees to abide by penal code section 1465.7, Government Code 68087 and the State of California Manual and Audit Guidelines for Trial Courts in the processing of payments.

Probation agrees to process all adult summary restitution cases countywide.

Probation will notify the courts by way of email when victim restitution is paid in full. If an overage of victim restitution has been distributed to Probation prior to notification from Probation that victim restitution has been paid in full, Probation will be responsible for returning the overage to the Court for proper distribution of the funds.

**BOTH PARTIES AGREE TO:**

Annually, both agencies will compare account balances to ensure accuracy.

This agreement shall become effective when fully executed by both parties and shall continue from fiscal year to fiscal year thereafter until terminated in whole or in part by operation of law or by the parties. Either Probation or Court may terminate this agreement or any of its provision upon written notice given at least sixty (60) days prior to the termination. Any additions or modifications to this agreement may also be made upon 60 days written notice and agreement of the parties.

If this agreement is terminated, the Court and Probation will work together to transfer all account balances back to Probation.



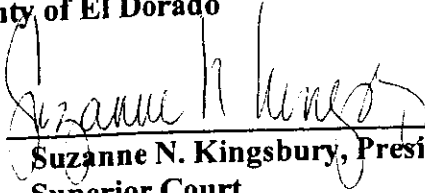
In WITNESS WHEREOF, Court and Probation executed this MOU on the date or dates indicated below:

Dated: 8/31/04

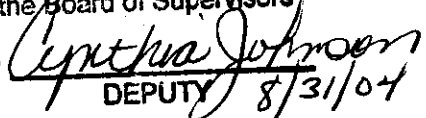
County of El Dorado

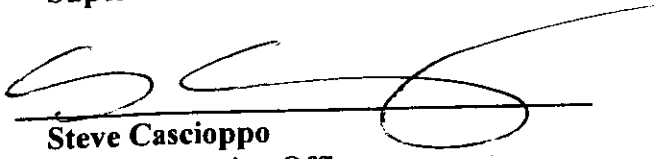
By:   
Chairman **RUSTY DUPRAY**  
Board of Supervisors

Superior Court of California  
County of El Dorado

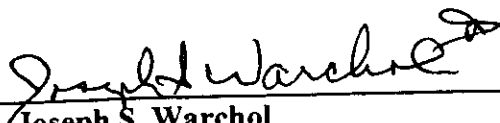
By:   
Suzanne N. Kingsbury, Presiding Judge  
Superior Court

ATTEST: CINDY KECK, Clerk  
of the Board of Supervisors

By:   
DEPUTY 8/31/04

By:   
Steve Cascioppo  
Court Executive Officer

El Dorado County Probation Department

By:   
Joseph S. Warchol  
Chief Probation Officer  
Contract Administrator



**Exhibit A**

Superior Court of California – County of El Dorado  
*Issue: Crystal Report – Probation Account Payments*  
*Case Number 2313*  
*Date: May 29, 2003*  
**Revised Date of Preliminary Estimate: January 22, 2004**

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**Preliminary (Ballpark) Estimate for Modification**

**Section 1: Introduction**

**Purpose of Document / Scope of Agreement**

The Superior Court of California, County of El Dorado has requested a modification as defined below: (Requested by Terri Lind.)

The purpose of this document is to:

- Describe what the user is requesting. Summarize the user’s expectations.
  - This project has been listed in ISD’s support system as Case Number 2313. The details of the tracking call information sheet have been summarized within this document.
- Present alternative options.
- Provide preliminary estimate of the cost to complete the requested modification. This estimate will assist the Court in deciding whether to proceed with the formal cost estimate, agreement and user requirement process.

Modification requested:

Provide the following information on a crystal report:

Title: Probation Account Payments

Column Headings:

- Date Payment Received
- Case #
- Defendant (060603 update) \* See related note in “Assumptions”
- Ledger
- Amount Received

Total for ledger XXX \$ \_\_\_\_\_ (Total received on all cases for ledger)

Total to Probation \$ \_\_\_\_\_ (Total of all ledger totals)

There will be one detail line on the report per case/ledger for the transaction date. The detail portion of the report will be in date and case order with a single line for each ledger on that case. Each ledger designated will include a total and the report will have a grand total of all ledgers.

The currently identified ledgers that El Dorado will create that will be affected by probation payments are:

P10 – PC 1203.1(1) 10% Restitution Collection Fee  
PRF – Probation Report Fee  
PSF – PC 1203.1b – Probation Supervision Fee  
PUF – PC 1203.1ab Probation Urinalysis Fee  
PDF – PC 1001.15 Probation Diversion Felony  
PDM – PC 1001.15 Probation Diversion Misdemeanor

012204 Update: See Assumption #5 for reference to identifying additional ledgers.

The above ledgers, and any additional ledgers that the court would like to include in the report will be designated by setting the first 3 characters of the account name (BFA 720 screen field 2) to a value specified by the court prior to coding.

The report must capture case payments/voids that affect the above ledgers during a specified time frame (month). The cases will be only misdemeanors and felonies in OTS. The number of line items is still to be determined.

Details:

- A stored procedure will be set up, driven off of the daily transaction table (TRRC), joined with the defendant data table (OTDD) using the court code and case number. This will allow the information to be selected based upon the ledger code and the case severity (misdemeanor or felony). ISD to create Crystal Report that will capture and report the details described above.

## Section 2: Assumptions

1. El Dorado will need to be running on 4.2.11+ before this can be implemented in the Court.
2. Detail information contained in the report will be limited to the primary query record types (TRRC, LEDG, and OTDD), unless other record types can be easily added. If detail information contained in record types other than the TRRC, LEDG and OTDD is necessary in the report (ex. Name, address, SSN), these may increase the original estimate.
3. 060603 Update: El Dorado asked, *“If we add the person paying (payee) will that increase the cost of the estimate?”* The only accessible name information in this case would be the defendant. This information is contained in the OTNM record, and ISD can access that record with the key information from

the OTDD record. Although this is an additional "look-up" beyond what was originally estimated, there will be no increase in the additional estimate (052903) to add this "defendant" element to the report.

4. 060603 Update: *El Dorado asked, "If we only ask for one ledger on the report (P10), would that reduce the amount of the estimate?"* The level of effort to develop the logic for one ledger or the six that were originally requested is negligible and wouldn't impact the estimated price. 012203 update: The designated ledgers to include in the query will now be driven off of the first 3 characters of the account name field (BFA 720 field 2). The court will supply the characters prior to coding.
5. 012204 Update: Any ledgers where the first 3 characters of the account name field match those supplied by the court will be included in the report.
6. 012204 Update: The court will be responsible for enforcing the ledger creation "rules" and for maintaining their ledger table.

### **Section 3: Preliminary Estimate**

The Estimated Fixed Price Cost: \$3,750

The Estimated Fixed Price Cost is valid for 30 days from the Date of Preliminary Estimate, January 22, 2004.

### Section 4: Decision to Proceed

The Superior Court of California, County of El Dorado is requesting that ISD proceed with the formal estimate, agreement and user requirement process. By signing this document (Section 5 below) the Court agrees to pay for all time incurred in preparing the formal estimate, whether or not they decide to approve the associated specifications / modifications, as long as the formal estimate does not exceed the above preliminary estimate by more than 20%.

Proceed: Yes  No

If "No," please comment on your decision:

### Section 5: Sign-off

\_\_\_\_\_  
Authorized Court Representative

Date

\_\_\_\_\_  
ISD Representative

Date