

# MEMORANDUM OF UNDERSTANDING

#851-PHD0609

between

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF EL DORADO

and

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

regarding

COLLABORATIVE JUSTICE DRUG COURT SERVICES

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This Memorandum of Understanding (“MOU”), made and entered into by and between the Superior Court of California, County of El Dorado, (hereinafter referred to as “COURT”), and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “COUNTY”);

## WITNESSETH

WHEREAS, COURT and COUNTY have collaboratively sought funding for a Collaborative Justice Drug Court Program (PROGRAM) to provide Juvenile Drug Court services, and COURT has successfully obtained a grant (Contract #1019596) from the Judicial Council of California for that purpose; and

WHEREAS, COUNTY, through its Health Services Department, administers El Dorado County Juvenile Drug Court services; and

WHEREAS, COURT desires to make this grant funding available to COUNTY for the purpose of providing subcontracted El Dorado County Juvenile Drug Court services; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, the parties hereto mutually agree as follows:

## **Article I. TERM**

This MOU is effective July 1, 2009 and shall remain in force until June 30, 2010, consistent with the grant term, unless earlier terminated pursuant to provisions of Section 4.03 and Section 6.02 herein.

## **Article II. DEFINITIONS**

- **Client** means a program participant eligible under the terms and conditions of the Collaborative Justice Project grant.
- **COURT** refers to the Superior Court of California, County of El Dorado.
- **COUNTY** refers to the County of El Dorado.
- **Grant** means the amount available from the local assistance funding of the Collaborative Justice Project: Grant Funding Allocations for Fiscal Year 2009-2010, specifically contract #1019596. Funding authorization of the Collaborative Justice Project Substance Abuse Focus Grants is based on a legislative mandate for the California Collaborative and Drug court Projects as referenced in the Budget Act of 2009 [item 0250-101-0001, Budget Act of 2009 (Stats. 2009, ch. 1, § 45.55.020)].
- **Subcontractor** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor or with any subcontractor of any tier for the performance of any part of the Agreement. When the State refers to subcontractor(s) in Exhibit A, attached hereto and incorporated by reference herein, for the purposes of this Agreement and unless otherwise expressly stated, the term "subcontractor" includes at every level and/or tier, all subcontractors, sub consultants, suppliers, vendors and material men.

## **Article III. SCOPE OF SERVICES**

**Section 3.01** COURT agrees to serve as the Fiscal Agent to the COUNTY for these grant funds. COURT agrees to provide grant funding to the COUNTY, to reimburse COUNTY for payments made to subcontractors, as detailed in Section 3.02 (b). Furthermore, the COURT will:

- (a) Order eligible El Dorado County participants into the Collaborative Justice Drug Court Program.
- (b) Observe the maximum funding and client participation limits imposed by the Grant, and coordinate with Health Services Department to ensure that limits are not exceeded and only eligible participants are admitted to the program.
- (c) Monitor clients' participation in the Collaborative Justice Drug Court Program during bi-weekly court appearances.
- (d) Coordinate with the COUNTY Health Services Department, Probation Department and treatment providers concerning clients' progress in treatment.
- (e) Receive and process monthly invoices from the Health Services Department for Collaborative Justice Drug Court Grant expenditures.
- (f) Evaluate monthly invoices from the Health Services Department to confirm that they are allowable under the terms of the Collaborative Justice Drug Court grant.

- (g) Advance funds to the Health Services Department for Collaborative Justice Drug Court Grant expenses within 30 days of receiving an allowable invoice.
- (h) Submit invoices to the Judicial Council of California to draw down grant funds.

Section 3.02 COUNTY agrees to:

<p>Contract with substance abuse treatment providers, Progress House, Inc. and Tahoe Youth and Family Services to deliver family centered treatment for 13-17 year olds. Services include:</p> <ul style="list-style-type: none"> <li>▪ Outpatient substance abuse treatment</li> <li>▪ Individual and group counseling sessions.</li> <li>▪ Family counseling.</li> <li>▪ Drug testing.</li> <li>▪ Residential treatment.</li> <li>▪ Incentives.</li> <li>▪ Interpreter Services.</li> <li>▪ Ancillary services as needed and appropriate to each participant, including, but not limited to:                             <ul style="list-style-type: none"> <li>○ Job placement</li> <li>○ Vocational training</li> <li>○ Transportation assistance</li> </ul> </li> </ul>	<p>Activities reimbursable under Grant No: 1019596 with the Judicial Council of California</p>
<p>Provide a part time Health Program Specialist to perform case management and substance abuse counseling for clients who receive grant-funded services. The Health Program Specialist assigned to the project will:</p> <ul style="list-style-type: none"> <li>• Receive referrals from Superior Court and/or the Probation Department identifying clients eligible for services.</li> <li>• Assess clients and their family members to determine the appropriate level and type of substance abuse treatment and ancillary services.</li> <li>• Refer clients and their family members to contracted substance abuse treatment providers, and arrange for ancillary services as needed.</li> <li>• Coordinate with the Courts, Probation Department, and treatment providers concerning clients' progress in treatment.</li> <li>• Deliver counseling and crisis intervention services to program participants as needed.</li> <li>• Collect demographic information on Collaborative Justice Drug Court Program participants.</li> <li>• Assist in grant management including attending meetings, producing reports, monitoring expenditures, and maintaining records of grant-funded activities.</li> <li>• Attend training, seminars, and other professional development activities as needed.</li> </ul>	<p>Activities reimbursable under the Comprehensive Drug Court Implementation Grant No: CDCI-09-10-09</p>

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|---|--|
| <ul style="list-style-type: none"> <li>• Perform grant management and reporting necessary to comply with Judicial Council of California requirements.</li> <li>• Submit accurate invoices to Superior Court for subcontracted Collaborative Justice Drug Court Program expenditures.</li> <li>• Adhere to all the terms of the State of California Standard Agreement Contract No. 1019596, Exhibits A – “STANDARD PROVISIONS”; B - “SPECIAL PROVISIONS”; C – Reimbursement Provisions; D – Work to be Performed; and the Judicial Council of California – Administrative Office of the Courts Application Budget Sheet, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein. These exhibits are subject to revision from time to time by the Grantor; any revisions shall be provided to COUNTY by COURT and incorporated into this MOU by amendment.</li> </ul> |  |
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#### Article IV. FISCAL PROVISIONS

Section 4.01 COURT and COUNTY agree that there shall be no remuneration for services provided, other than those set forth in Section 4.04.

Section 4.02 COUNTY performance of this MOU is contingent upon receipt of funding from a Comprehensive Drug Court Implementation grant from the State of California, Department of Alcohol and Drug Programs. Services provided for under this MOU are paid for by these funds and are invoiced by COUNTY to the California Department of Alcohol and Drug Programs directly. If those funds are reduced or eliminated, the parties agree that this MOU may become immediately null and void and have no further force or effect. COUNTY will notify COURT within ten (10) work days if funding from the Comprehensive Drug Court Implementation (CDCI) grant is reduced or terminated, and advise COURT whether the MOU is to be modified or terminated.

Section 4.03 The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

**Section 4.04** COURT agrees to compensate COUNTY for payments made by COUNTY to COUNTY subcontractors, monthly, based on invoices submitted by the COUNTY.

- (a) COURT shall reimburse COUNTY within 30 days of receipt of original invoices that comply with Judicial Council of California requirements, providing invoices are allowable expenses as defined in the State funding Agreement "Exhibit C – Reimbursement Provisions", attached hereto as Exhibit A to this Agreement.
- (b) The COUNTY shall use the AOC-5 Subcontractor Invoice form (Rev 07-2009) (available at <http://www.courtinfo.ca.gov/programs/collab/#funding> or from AOC Grant Accounting Unit contact at [Abutaha.shaheen@jud.ca.gov](mailto:Abutaha.shaheen@jud.ca.gov)) to request reimbursement from the COURT for expenses incurred.
  - (i) Total payment to COUNTY shall not exceed \$11,670.00 over the term of this MOU and shall be solely for the purpose of reimbursing COUNTY for payments made to COUNTY subcontractors, Progress House, Inc. and Tahoe Youth and Family Services; in no event, however, shall the COUNTY be obligated to pay more than the total amount of this Agreement #851-PHD0609.
  - (ii) COUNTY and COUNTY subcontractors shall provide the following information and documentation when requesting reimbursement claims for incentives: client's name (either first or last name can be used as an initial instead of using full name), vendor name (incentives purchased from ), face value of incentives distributed (list separately for each client), date of distribution, recipient signature (initial), photocopy of the incentive cards, vendor receipts.
  - (iii) Funds for incentives must not be used to purchase food and/or drink of any kind either by the COURT, COUNTY or COUNTY subcontractors. No COURT, COUNTY or COUNTY subcontractor employees are allowed to use incentives funds or receive any benefits for personal use. To receive reimbursement, all incentives must be purchased and distributed during the time July 1, 2009 through June 30, 2010. COURT, COUNTY or COUNTY subcontractors cannot request reimbursement for undistributed portion of the incentives.
  - (iv) Out-of-state Travel Approval: In the event of any out-of-state travel pursuant to this Agreement, COUNTY and COUNTY subcontractors shall comply with Item 5 (g) of "Exhibit C, Reimbursement Provisions", attached hereto as Exhibit A.
  - (v) The COUNTY shall not claim a subcontractor's indirect costs nor allow a subcontractor to claim indirect costs under this MOU.

#### **Article V. PUBLICATIONS**

The following disclaimer will accompany the dissemination and/or publication of all Data developed under funding from this agreement:

*"The preparation of this Data was financially assisted by the State of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the State. The State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use this*

*Data. The State also reserves a royalty-free, nonexclusive, and irrevocable license to authorize not-for-profit agencies and other governmental agencies to use this Data.”*

## **Article VI. GENERAL PROVISIONS**

**Section 6.01** This MOU shall only be amended by written mutual consent of both parties.

**Section 6.02** Either party may terminate this MOU upon thirty (30) days written notice to the other. If such prior termination is effected by COURT, COURT will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to COUNTY, and for such other services, which parties may agree to in writing as necessary for contract resolution. In no event, however, shall COURT be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by COURT, COUNTY shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, COURT reserves the right to take over and complete the work by contract or by any other means.

**Section 6.03** All COUNTY subcontracts for services provided under this Grant shall include all the terms of the State of California Standard Agreement Contract No. 1019596, Exhibits A – “STANDARD PROVISIONS”, B - “SPECIAL PROVISIONS”, C – Reimbursement Provisions, D – Work to be Performed, and the Judicial Council of California – Administrative Office of the Courts Application Budget Sheet, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein. These exhibits are subject to revision from time to time by the Grantor; any revisions shall be provided to COUNTY subcontractors by COUNTY and incorporated into the subcontract by amendment.

**Section 6.04** It is agreed that the parties shall be subject to examination and audit of any records associated with the provision of services, claims to obtain funding, and payment records for a period of four (4) years after final payment under this MOU, pursuant to Exhibit A (State of California Standard Agreement Exhibit B – Special Provisions, items 15 and 16) attached hereto. The examination and audit shall be confined to these matters connected with the performance of the MOU including, but not limited to, a cost of administering this MOU not-to-exceed ten percent (10%) of the total amount.

**Section 6.05** This MOU is not in effect or enforceable until signed by authorized representatives of both parties.

## **Article VII. INDEMNITY**

**Section 7.01** COUNTY shall indemnify, defend and hold harmless Superior Court, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney’s fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of El Dorado County, its officers, agents, employees, subcontractors, or

anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

**Section 7.02** COURT shall indemnify, defend and hold harmless El Dorado County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this MOU, caused in whole or in part by any negligent or willful act or omission of Superior Court, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

### **Article VIII. CONFLICT OF INTEREST**

**Section 8.01** The COUNTY certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) years from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

### **Section 8.02 NONDISCRIMINATION/NO HARRASSMENT CLAUSE**

During the performance of this MOU, the COUNTY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The COUNTY shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

During the performance of this MOU, the COUNTY and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the COUNTY or its subcontractors interact in the performance of this MOU. The COUNTY and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

The COUNTY and any of its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The COUNTY shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform work under this MOU.

### **Article IX. INSURANCE**

**Section 9.01** The COUNTY shall ensure that any Subcontractors maintain adequate insurance, as set forth below:

- (a) Subcontractors providing services to the COUNTY will have and show proof of adequate insurance coverage before beginning work on any contract or subcontract within the scope of this MOU.

- (b) Subcontractor insurance policies should be endorsed to include the trial court as an additional insured for commercial general liability and automobile insurance policies. Certificates of insurance will be received from the subcontractor or be verified as current and on file with the court prior to the beginning of any work.
- (c) Subcontractors will maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods or services provided to the COUNTY.

**Article X. NOTICES**

Any notice required or permitted under this MOU shall be in writing and shall be served by United States Postal Service upon the other party.

Notice to COURT shall be addressed as follows:

EL DORADO COUNTY SUPERIOR COURT  
1354 JOHNSON BLVD., SUITE 2  
SOUTH LAKE TAHOE, CA 96150  
ATTN: HON. SUZANNE KINGSBURY

Notice to COUNTY shall be addressed as follows:

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR

**Article XI. ADMINISTRATION**

The El Dorado County Officer or employee with responsibility for administering this Memorandum of Understanding is Shirley White, Health Services Department Alcohol and Drug Program Manager.

**REQUESTING DEPARTMENT**

  
\_\_\_\_\_  
Neda West, Director  
Health Services Department

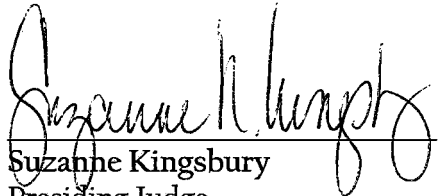
2-28-10  
Date

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated herein.

EL DORADO COUNTY SUPERIOR COURT

  
Suzanne Kingsbury  
Presiding Judge

3/3/10  
Date

EL DORADO COUNTY

\_\_\_\_\_  
Norma Santiago, Chair  
El Dorado County Board of Supervisors

\_\_\_\_\_  
Date

*ATTEST:*  
*Suzanne Allen de Sanchez, Clerk*  
*of the Board of Supervisors*

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688  
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

RONALD M. GEORGE  
*Chief Justice of California*  
*Chair of the Judicial Council*

WILLIAM C. VICKREY  
*Administrative Director of the Courts*

RONALD G. OVERHOLT  
*Chief Deputy Director*

STEPHEN NASH  
*Director, Finance Division*

January 27, 2010

Sent via: U.S. Postal Services

Tania Ugrin-Capobianco  
Court Executive Officer  
Superior Court of El Dorado County  
2850 Fairlane Ct.  
Placerville, CA 95667

Subject: Transmittal of Contract #1019596

Dear Tania Ugrin-Capobianco:

The attached approved and fully executed Contract Counterpart is for your records. You are now authorized to provide the agreed upon services. For inquiries contact the undersigned at (415) 865-4545.

Sincerely,  
Administrative Office of the Courts

Linda McBain  
Contract Specialist

cc: Stacie Clark/Michael Wright, (with 1 copy of enclosure)  
Kyle Rice, (with 1 copy of enclosure)

EXHIBIT A

State of California

**STANDARD AGREEMENT**

STD. 2 (REV.5-91)

Contract Number <b>1019596</b>	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this 1st day of July, 2009 ("Effective Date"), in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Supervising Contract Specialist	ENTITY JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS 455 Golden Gate Avenue San Francisco, CA 94102-3688	hereinafter "State" or "AOC," and
CONTRACTOR'S NAME SUPERIOR COURT OF CALIFORNIA COUNTY OF EL DORADO		hereinafter the "Court" or "Contractor."

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

Incorporated into this Agreement and attached hereto are the following Contract Documents: (1) Exhibit A, Standard Provisions; (2) Exhibit B, Special Provisions; (3) Exhibit C, Reimbursement Provisions; (4) Exhibit D, Work to be Performed; (5) Exhibit E, Revised Budget; and, (6) Exhibit F, Forms, including Attachment 1, Acceptance and Sign-off Form. Incorporated into this Agreement by reference are the following *Grants Accounting Forms*: AOC-1, Invoice form; AOC-2, Budget Line Item form; AOC-3, Payroll Summary Sheet form; AOC-4, Time Sheet form; AOC-5, Subcontractor Invoice form; AOC-6, Budget Revision form; AOC-7, Out-of-state Travel Approval form; AOC-8, Incentives Distribution List form. Additionally, the following *Semiannual Statistical Progress Reports* are incorporated by reference: 2009-2010 Substance Abuse Semiannual Statistical Report Adult form, and, 2009-2010 Substance Abuse Semiannual Statistical Report Juvenile form. The Grant Program Forms and the Progress Reports are located under *Substance Abuse Focus Grant Program Forms*, posted at <http://www.courtinfo.ca.gov/programs/collab/#funding>. In the event of a conflict between the Contract Documents, the following descending order of precedence shall govern: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F. Any Amendments, starting with the most recent, shall take precedence over the existing Contract Documents.

As set forth further in Exhibit D, Work to be Performed, and Exhibit E, Revised Budget, the Court will perform the Work of this Agreement for the *Collaborative Justice Courts Substance Abuse Focus Program* in accordance with the *Collaborative Justice Project: Grant Funding Allocations for Fiscal Year 2009-2010*.

As set forth further in Exhibit C, Reimbursement Provisions, (1) the total amount the State may reimburse the Court under this Program shall not exceed the Contract Amount of \$11,670.00 and (2) funds shall be obligated by the Court no later than June 1, 2010 to ensure that the procuring of goods and providing of services will be completed by June 30, 2010. The Work of this Agreement shall commence July 1, 2009 and the Contract shall expire on June 30, 2010.

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR		
ENTITY JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) SUPERIOR COURT OF CALIFORNIA COUNTY OF EL DORADO		
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Stephen Saddler		PRINTED NAME AND TITLE OF PERSON SIGNING Tania G. Ugrin-Capobianco		
TITLE Supervising Contract Specialist		ADDRESS Attn: Ms. Tania Ugrin-Capobianco 2850 Fairlane Court Placerville, CA 95667		
AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$11,670.00</b>	PROGRAM/CATEGORY (CODE AND TITLE) 45.55.020 California Collaborative and Drug Court Projects	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <b>\$0.00</b>	(OPTIONAL USE)			
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$11,670.00</b>	ITEM 0250-101-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
OBJECT OF EXPENDITURE (CODE AND TITLE) 0001-45040034-0702-09-09				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER 		T.B.A. NO.	B.R. NO.	
		DATE	1-21-10	

Department of  
General Services  
Use Only  
  
EXEMPT FROM  
DEPARTMENT OF  
GENERAL SERVICES' APPROVAL

CONTRACTOR     STATE AGENCY     DEPT. OF GEN. SER.     CONTROLLER

EXHIBIT A

State of California Standard Agreement  
Contract No. 1019596 with Superior Court of California, County of El Dorado

**EXHIBIT A  
STANDARD PROVISIONS**

1. RELATIONSHIP OF PARTIES

The Court and the agents and employees of the Court, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Judicial Council of California, Administrative Office of the Courts.

2. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of the payment of any consideration to the Court if the Court fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Court under this Agreement or any other agreement, and the balance, if any, shall be paid to the Court upon demand.

3. NO ASSIGNMENT

Without the written consent of the State, the Court shall not assign this Agreement in whole or in part.

4. TIME OF ESSENCE

Time is of the essence in this Agreement.

5. VALIDITY OF ALTERATIONS

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or Agreement that is not incorporated shall not be binding on any of the parties.

6. CONSIDERATION

The consideration to be paid to the Court under this Agreement shall be compensation for all the Court's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

*END OF EXHIBIT*

EXHIBIT A

State of California Standard Agreement  
Contract No. 1019596 with Superior Court of California, County of El Dorado

**EXHIBIT B**  
**SPECIAL PROVISIONS**

1. DEFINITIONS

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **"Administrative Director"** refers to that individual or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. **"Amendment"** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. **"AOC Program Manager"** refers to the individual or authorized designee, empowered by the State and named in this Agreement to oversee and manage the Program.
- D. **"Appropriation Year"** means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- E. **"Collaborative Justice Courts Substance Abuse Focus Program" or "Program"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State's representatives, pertaining to promoting innovation in collaborative justice courts, as further set forth in Exhibit D, Work to be Performed, that address complex community problems exacerbated by substance abuse related offenses.
- F. **"Confidential Information"** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State's business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

EXHIBIT A

State of California Standard Agreement  
Contract No. 1019596 with Superior Court of California, County of El Dorado

- G. The **“Contractor”** refers to Superior Court of California, County of El Dorado, also **“Subgrantee”** for purposes of this Agreement. The Contractor is one of the parties to this Agreement.
- H. The **“Contract”** or **“Contract Documents”** constitute the entire integrated Agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- I. **“Contract Amount”** means the total amount of the Grant encumbered under this Agreement for any reimbursement by the State to the Court for performance of the Work, in accordance with the Contract Documents.
- J. The **“Court”** refers to the Superior Court of California, identified on the fully executed State Standard Agreement as contracting with the State.
- K. **“Court Model”** refers to one (1) of the possible types of collaborative justice courts, as further set forth in Exhibit D, Work to be Performed, that are acceptable as part of the Program, if approved and funded by the State under this Agreement.
- L. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- M. **“Day”** means calendar day, unless otherwise specified.
- N. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- O. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Court nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- P. **“Grant”** means the amount available from the local assistance funding of the *Collaborative Justice Project: Grant Funding Allocations for Fiscal Year 2009-2010*. Funding authorization for the Collaborative Justice Project Substance Abuse Focus Grants is based on a legislative mandate for the California Collaborative and Drug

EXHIBIT A

State of California Standard Agreement  
Contract No. 1019596 with Superior Court of California, County of El Dorado

Court Projects as referenced in the Budget Act of 2009 [item 0250-101-0001, Budget Act of 2009 (Stats. 2009, ch. 1, § 45.55.020)].

- Q. **“Grantee”** shall hold the same meaning as **“Contractor.”**
- R. **“Invoice Instructions”** refers to the document entitled **“Invoice Reporting Instructions, Collaborative Justice Courts Substance Abuse Focus Program,”** as distributed by the AOC.
- S. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- T. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- U. **“Program”** refers to all activity relative to this Agreement including activity of the Court, its Subcontractors, the State, and the State’s representatives. The term **“Program”** may be used interchangeably with the term **“Collaborative Justice Courts Substance Abuse Focus Program.”**
- V. The **“State”** refers to the Judicial Council of California, Administrative Office of the Courts (**“AOC”**).
- W. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- X. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, subconsultants, suppliers, vendors and materialmen.
- Y. **“Suspend Work Order”** means the written Notice, delivered in accordance with this Agreement, by which the State may require the Court to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The

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Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this Exhibit B.

- Z. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- AA. **"Third Party"** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Court, which is not a party to this Agreement.
- BB. **"To Be Determined"** or **"TBD"** is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual Agreement between the Contractor and the State and incorporated into the Agreement via Amendment(s).
- CC. **"Work"** or **"Work to be Performed"** or **"Contract Work"** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Court to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. MANNER OF PERFORMANCE OF WORK

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. TERMINATION OTHER THAN FOR CAUSE

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 2, the State may terminate this Agreement at any time upon providing the Court written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Court for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. STATE'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may, upon written Notice to the Court, terminate this Agreement in whole or in part. Such



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termination shall be in addition to the State's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount appropriated. If the Agreement is terminated for non-appropriation:
  - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
  - ii. The Court shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

5. SUSPEND WORK

- A. The State may, at any time by written Notice as a Suspend Work Order to the Court, require the Court to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Suspend Work Order is delivered to the Court, and for any further period to which the parties may agree. The Suspend Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Suspend Work Order, the Court shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Suspend Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Suspend Work Order is delivered to the Court, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i. Cancel the Suspend Work Order; or
  - ii. Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The State shall make an equitable adjustment in the delivery schedule and/or the Contract Amount, and the Agreement shall be modified, in writing, accordingly, if:
  - i. The Suspend Work Order results in an increase in the time required for, or in the Court's cost properly allocable to the performance of any part of this Agreement; and
  - ii. The Court asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.

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- C. If a Suspend Work Order is not canceled and the Work covered by the Suspend Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Suspend Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Suspend Work Order issued under this provision.

6. DEFICIENT PERFORMANCE

Should the State find the Court or any of its Subcontractors to be deficient in any aspects of performance under this Agreement, the Court shall submit a proposed corrective action plan to the State. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) Days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the State shall notify the Court in writing that this Agreement is terminated, in whole or in part.

7. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Under this Agreement, the AOC Program Manager shall monitor and evaluate the Court's performance. The AOC Program Manager for this Agreement is Francine Byrne. All requests and communications about the Work to be Performed under this Agreement shall be made through the AOC Program Manager. Any Notice from the Court to the State shall be in writing and shall be delivered as follows:

Judicial Council of California  
Administrative Office of the Courts  
Francine Byrne, AOC Program Manager  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

- B. Notice to the Court shall be directed in writing to:

Superior Court of California, County of El Dorado  
Ms. Tania Ugrin-Capobianco  
2850 Fairlane Court  
Placerville, CA 95667

8. STANDARD OF PROFESSIONALISM

The Court shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

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9. ACCEPTANCE OF THE WORK

- A. The AOC Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for reimbursement, the AOC Program Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("Criteria") provided by the Court pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
  - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
  - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Court shall provide the Work to the State, in accordance with direction from the AOC Program Manager. The State shall accept the Work, provided the Court has delivered the Work in accordance with the Criteria. The AOC Program Manager shall use the Acceptance and Sign-off Form, provided as Attachment 1 of Exhibit F, to notify the Court of the Work's acceptability.
- D. If the State rejects the Work provided, the AOC Program Manager shall submit to the Court a written rejection using Attachment 1, Acceptance and Sign-off Form, describing in detail the failure of the Work as measured against the Criteria. If the State rejects the Work, then the Court shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the AOC Program Manager requests further change, the Court shall meet with the AOC Program Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Court shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Court, as set forth in subparagraph F, below.
- F. If agreement cannot be reached between the AOC Program Manager and the Court on the Work's acceptability, a principal of the Court and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Court fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the State may reject the

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Work and will notify the Court in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the State may terminate this Agreement pursuant to the terms of Standard Provisions paragraph 2, as set forth in Exhibit A.

10. CLOSE OUT PROCEDURES

- A. Close out is the process by which the AOC Program Manager determines that all applicable administrative and financial actions are completed by the Contractor.
- B. The final statistical report shall detail how the funds expended under this Agreement were utilized in reaching the goals set forth in Exhibit D, Work to be Performed. It shall also include a summary of all expenses incurred to date if not already reported. Any available or unexpended funds will be reduced from the Contract Amount.

11. NON-DUPLICATION OF GRANT-FUNDED EXPENDITURES

The Court certifies that neither the Court nor any Subcontractors have any ongoing or completed projects with the State, or other funding sources, that duplicate or overlap any Work contemplated or described in this Agreement. The Court agrees that any pending or proposed request for other funds that would duplicate or overlap Work under this Agreement will be revised to exclude any such duplication of funded expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the State.

12. NO SUPPLANTATION

The Court certifies in good faith that, by signing this Agreement, no supplantation of nonfederal, state, or county funds will occur with Grant funds. Grant funds may not be used to supplant or replace already allocated funding for salaries of any current Court staff (including judges, district attorneys, public defenders, drug court coordinators, probation officers, treatment personnel or clerical staff). Funds provided pursuant to this Grant may only be used for pay for new or expanded services for which no funds have been previously identified.

13. ACCOUNTING SYSTEM REQUIREMENT

The Court shall establish and maintain an adequate system of accounting, financial records and internal controls to account accurately for funds received and disbursed in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual. The accounting system and financial records must reflect total Program cost, including State funds and any other fund sources included under this Agreement.

14. RETENTION OF RECORDS

The Court shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years. The retention period starts from the date of the submission of the final payment request. The Court is also obligated to protect adequately such Data against fire or other damage.

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15. RIGHT TO AUDIT

- A. The Court shall permit all Data and records relating to performance, procedures, and billing to the State under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
- i. The State; and
  - ii. The Bureau of State Audits.
- B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

16. AUDIT COMPLIANCE

The Court shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by AOC Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to AOC Internal Audit.

17. LOBBYING

Funds awarded to the Court shall not be used, indirectly or directly, to influence Executive Orders or similar promulgation by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

18. POLITICAL ACTIVITIES

The Court shall not contribute or make available Grant funds, Program personnel, or equipment awarded by the Agreement to any political party or association, or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, the Court and employees of the Court shall not intentionally identify the State with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

19. CONFIDENTIALITY

All financial, statistical, personnel, technical, and other Confidential Information relating to the State's operation that are designated confidential by the State and are disclosed to the Court shall be protected by the Court from unauthorized use and disclosure.

20. LIMITATION ON PUBLICATION

In any contract the Court may enter into with a Subcontractor for Work provided under this

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Agreement, the Court shall include language that prohibits the Subcontractor from publishing or broadcasting any article, press release, advertisement, or other writing that references "Judicial Council of California" or "Administrative Office of the Courts," unless previously approved by in writing by the AOC.

21. COPYRIGHTS AND RIGHTS IN DATA

- A. The State reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Court agrees not to copyright any Data produced with funding from this Agreement unless the State gives the Court express permission to do so. If such permission is obtained and the Data is copyrighted, the State will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

22. OWNERSHIP OF RESULTS

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the State.

23. PUBLICATIONS

The following disclaimer will accompany the dissemination and/or publication of all Data developed under funding from this Agreement:

"The preparation of this Data was financially assisted by the State of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the State. The State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use this Data. The State also reserves a royalty-free, nonexclusive, and irrevocable license to authorize not-for-profit agencies and other governmental agencies to use this Data."

24. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the AOC Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed

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change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the AOC Program Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

25. ASSIGNMENTS OR SUBCONTRACTING

- A. This Agreement is based upon the unique expertise of the Court. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 3, No Assignment, it is the policy of the State to withhold consent from proposed assignments, or novations, when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance under this Agreement. No performance of this Agreement or any portion thereof may be assigned by the Court without the express written consent of the State, and any attempt by the Court to assign this Agreement without the express written consent of the State shall be void and shall constitute a breach of this Agreement. If the Court is authorized by the State to assign, or if the Court subcontracts this Agreement in whole or in part, all the terms of this Agreement shall be included in such subcontract or assignment.
- B. The Court shall provide the AOC Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, lease/rental agreements or any other Program related agreements, as requested.

26. INSURANCE REQUIREMENTS

The Court shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below in accordance with Trial Court Financial Policies and Procedures No. FIN 7.01:

- A. Subcontractors providing services to the Court shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- B. Subcontractor insurance policies must be endorsed to include the Court as an additional insured. The Court must receive certificates of insurance from the Subcontractor, or verify coverage is current and on file with the Court, prior to the beginning of any Work.
- C. Subcontractors shall maintain insurance coverage that is appropriate to their business operations and the nature of the work, goods, or services provided to the Court. Examples of the types of insurance coverage generally maintained by reputable Subcontractors include, but are not limited to the following:
  - i. Workers Compensation and Employer's Liability.
  - ii. Commercial General Liability including property damage and bodily injury.
  - iii. Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.

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- iv. Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

27. CONFLICT OF INTEREST

- A. The Court and employees of the Court shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Court and employees of the Court shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.
- B. The Court certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

28. NATIONAL LABOR RELATIONS BOARD

By executing this Agreement, the Court certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Court within the immediately preceding two (2) year period because of the Court's failure to comply with an order of the National Labor Relations Board.

29. DRUG-FREE WORKPLACE

The Court certifies that it will provide a drug-free workplace as required by California Government Code, sections 8355 through 8357.

30. NONDISCRIMINATION/NO HARASSMENT CLAUSE

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.



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- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

31. AMERICANS WITH DISABILITIES ACT

By signing this Agreement, the Court assures the State that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

32. CALIFORNIA LAW

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

33. SEVERABILITY

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

34. WAIVER

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

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35. SIGNATURE AUTHORITY

The parties signing this Agreement certify that they have proper authorization to do so.

36. SURVIVAL

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

37. ENTIRE AGREEMENT

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the State.

*END OF EXHIBIT*

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**EXHIBIT C**  
**REIMBURSEMENT PROVISIONS**

1. CONTRACTUAL AND REGULATORY COMPLIANCE

- A. The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:
  - i. The Trial Court Financial Policies and Procedures Manual.
  - ii. The State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office, when the Court utilizes County administrative services.
  - iii. Title 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87), and when applicable, 2 CFR 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122).
- B. Funds allocated to the Program by this Agreement must be used for the purposes established by the Grant and by this Agreement, and must not be used for any other purpose.

2. CONTRACT AMOUNT

- A. The total amount the State may pay to the Court under this Agreement for costs and expenses pertaining to the Collaborative Justice Courts Substance Abuse Focus Program shall not exceed the Contract Amount, as set forth on the fully executed Standard Agreement form.
- B. The Court cannot roll over or carry forward any remaining balance of the Contract Amount.

3. REIMBURSEMENT CATEGORIES

The allowable reimbursable expense categories are: i) Personnel, ii) Operating Expenses and Equipment, and iii) Indirect Costs. The Court may budget the funds as necessary, however some restrictions apply.

- A. Personnel:
  - i. Salaries- Salaries include wages and compensation of Court employees for the time devoted and identified specifically to the Collaborative Justice Courts Substance Abuse Focus Program.
  - ii. Fringe Benefits- Fringe Benefits are allowances and services provided by the employer to its employees as compensation in addition to regular salaries and wages.

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- iii. Overtime- Overtime is defined as time worked beyond the normal established work week for all employees except executive, administrative, and/or professional staff. Overtime is reimbursable at a higher than normal rate of pay. Overtime must be documented by payroll records and needs to be reported on both a timesheet and payroll summary sheet. Overtime must be prorated between programs if an employee works more than one program. Overtime cannot be charged to the program without any regular working hours.

B. Operating Expenses and Equipment:

Operating expenses and equipment shall consist of actual costs paid by the Court for the Collaborative Justice Courts Substance Abuse Focus Program.

- i. Fees (Professional, Contractual Services, Subcontractor employees salary and benefits);
- ii. Treatment/Rehabilitation/Job Training;
- iii. Client Education/Educational Materials;
- iv. Supplies and Equipment (maximum reimbursable amount: 10% of the contract amount);
- v. Incentives/Client Events/Graduation Supplies (Maximum reimbursable amount: \$3,000.00 total, but cannot exceed the budget allocation amount);
- vi. Court/Contractor Training, Travel, & Client Transportation (Maximum reimbursable amount: 15% of total budget, \$3,000.00 without client transportation).
- vii. The following expenses are reimbursable when pre-approved (before anticipating any expenses) by the AOC Program Manager:

Equipment (Individual item \$999.00 and over)  
Out of state travel (subject to the State rates)

C. Indirect Costs:

The Court shall claim indirect costs using an approved rate calculated under the guidelines set forth in Trial Court Financial Policies and Procedures Manual, FIN 16.02, effective July 1, 2006, or, pursuant to Title 2 CFR Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87). In lieu of an approved rate, the Court may use a standard indirect cost rate equal to ten percent (10%) of the direct salary and wage costs charged to the Collaborative Justice Courts Substance Abuse Focus Program for Court employees only, excluding overtime, shift premiums and fringe benefits. To claim Indirect Costs, the Court must have a budget for indirect costs in Exhibit E. The Court shall not claim a Subcontractor's indirect costs nor allow a Subcontractor to claim indirect costs under this Agreement.

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4. UNAUTHORIZED USES OF GRANT FUNDS

The following list includes, but is not limited to, items which are unallowable charges under this Agreement for the Court and for Subcontractors:

1. Supplantation of existing funds;
2. Food and/or drink of any kind including graduation ceremony;
3. Interest, charges, licenses, late fees, penalties, fines, damages and/or settlements resulting from violations or non-compliance;
4. All Membership Dues including YMCA and YWCA, except for the California Association of Drug Courts and National Association of Drug Courts Program's membership dues;
5. Recording of annual minutes (directors, shareholders, etc.);
6. Water dispenser, bottle water;
7. Client's living expenses, such as stipend, rent, food, utility bills, hotel lodging, and vehicle expenses;
8. Costs of fund raising;
9. Promotional materials;
10. Scholarship, tuition, stipend, contributions, and donations;
11. Subcontractor's indirect costs/overhead costs;
12. Construction, rehabilitation, and/or remodeling of any building and/or structure;
13. Entertainment costs, such as tickets for shows or sporting events and/or any other events except for the distribution to program clients/participants as incentives.

Client living expenses including rent, hotel lodging, food, utility bills, vehicle expenses, parking, medical insurance premium, etc. are unallowable expenses under this Agreement. Exceptions to this rule may be made for transitional housing or temporary sober living facilities and only with prior written approval of the AOC Program Manager.

The Court must obtain AOC Program Manager written approval prior to incurring these expenses.

5. RECORDING OF HOURS OR COSTS EXPENDED

A. Time Sheet.

- i. The Court and its Subcontractors must submit time sheets using AOC-4 Time Sheet form (Rev. 07-2009) provided on website, for all Work related to this Program. All employees (Court and Subcontractor) must complete time sheets reflecting 100% of hours worked in accordance with their pay period, such as monthly, bi-monthly. These time sheets must include the original signatures of both the employee and a supervisor, and the following certification language: "Employee certifies under penalty of perjury that this time sheet accurately reflects actual time worked and any leave time charged or authorized to any grant included does not exceed leave time earned while

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working on the grant.”

- ii. The Court must obtain prior written approval from the AOC Grant Accounting Unit contact prior to using a time sheet form other than the form provided on the website, for use of an unauthorized form which may not be acceptable for reporting requirements.
- B. Payroll Summary: The Court must submit an AOC-3 Payroll Summary form (Rev. 07-2009) provided on website. A Court representative shall sign the AOC-3 Payroll Summary form, certifying to the following statement: “I hereby certify under penalty of perjury that the information provided here accurately represents the official records and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant.” The Court will also require its Subcontractors to submit an AOC-3 Payroll Summary form. The Subcontractor's representative shall sign the AOC-3-Payroll Summary, and shall make the following certification: “I hereby certify under penalty of perjury that the information provided here accurately represents the official records and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant.”
- C. Invoice: The Court must submit invoices monthly using AOC-1 Invoice form (Rev.07-2009) provided on website. A Court representative shall sign the AOC-1 Invoice form, certifying to the following statement: “I certify under penalty of perjury that the amount billed above is true and correct in accordance with the contract.”
- D. Line Item Expense Recap: The Court may use AOC-2 Budget Line Item Expense Recap form (Rev. 07-2009) provided on website, to claim reimbursable operating expenses and equipment charged under each line item. Using this form is optional; the Court may use their own form to provide the breakdown of expenses under each line item (without adding or deleting line items) specified in the Contract budget.
- E. Incentives Distribution List: The Court must submit an AOC-8 Incentive Distribution form (Rev. 07-2009) provided on website to claim reimbursement of expenses. To be reimbursed, Court and Subcontractor must provide the following information and documentation when requesting reimbursement claim for incentives: client's name (either first or last name can be used as an initial instead of using full name), vendor name (incentives purchased from), face value of incentives distributed (list separately for each client), date of distribution, recipient signature (initial), photocopy of the incentive cards, vendor receipts.

Funds for incentives must not be used to purchase food and/or drink of any kind either by the Court or Subcontractor. No Court or Subcontractor employees are allowed to use incentives funds or receive any benefits. All incentives must be purchased and distributed between **July 1, 2009 through June 30, 2010**. Court or Subcontractor cannot request reimbursement for undistributed portion of the incentives.

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- F. The Court shall require its Subcontractors to use the AOC-5 Subcontractor Invoice form (Rev. 07-2009) provided on website, to request reimbursement from the Court for the expenses it incurred.
- G. Out-of-state Travel Approval: Court and Subcontractor must submit an AOC-7 Out-of state Travel Approval form (Rev. 07-2009) provided on website, to request reimbursement of out of state travel expenses. *All out of state travel must be preapproved by AOC Program Manager before incurring any expenses.* All out of state travel approval requests must be submitted by the Court. Request submitted by the Subcontractor will not be considered for approval or for reimbursement of expenses.
- H. Budget Revision: The Court must submit an AOC-6 Budget Revision form (Rev. 07-2009) provided on website, for budget revision.
- I. The AOC Accounting contact shall notify the Court if a new or revised version of the aforementioned forms becomes effective during this Agreement.

6. TRANSPORTATION, MEALS, AND LODGING EXPENSES

- A. The Court shall be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of this Agreement.
  - i. For necessary air transportation, the Court will be reimbursed for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the AOC Program Manager agrees otherwise in writing.
  - ii. The Court will be reimbursed for meal and lodging expenses in accordance with the following AOC guidelines: Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~\$6.00; lunch~\$10.00; dinner~\$18.00; and/or incidentals~\$6.00. Hotel room rental shall be reimbursed for the actual cost not to exceed \$110.00 per Day plus tax and/or energy surcharge, or \$140.00 per Day, plus tax and energy surcharge when applicable, in the counties of Alameda, San Francisco, San Mateo, and Santa Clara.
  - iii. For the period of **July 1, 2009 through December 31, 2009**, for necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.55** cents per mile. For the period **January 1, 2010 through June 30, 2010**, for necessary private vehicle ground transportation usage, the State will reimburse the Contractor up to **\$0.50** cents per mile.
  - iv. The Court and Subcontractor must provide copies of receipts for reimbursement of transportation, lodging, and meal expenses.
  - v. Any travel outside California is considered out-of-state travel. All such travel (out of state travel) by Court or Subcontractor employees must be

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preapproved by AOC Program Manager before anticipating any expenses.

7. METHOD OF PAYMENT

- A. The Court will submit billing to the AOC that include all allocable, allowable, and reasonable costs for the Program, reimbursable in accordance with this Exhibit C and the terms and conditions of this Agreement. Final determination of allocable, allowable, and reasonable costs is jointly held by the AOC Program Manager and the AOC Grant Accounting Unit.
- B. The Court must provide appropriate documentation for the goods and services purchased with its invoices that substantiates expenses claimed for both the Court and any subcontracted vendor by using the forms specified in this Agreement without any alteration. Altered forms will not be processed for payment and will be returned to the Court for resubmission. Other forms, such as purchase order form, accounting payment document, bank credit/debit card statement, Court journal entry form, court payment approval report, electronic fund transfer record, e-mail communication between employees, and the payment record will not substitute for actual vendor invoices.
- C. To be reimbursed, Court and/or Subcontractor must provide a list of distribution of incentives to clients. Incentives must not be used by any Court and/or Subcontractor employees. Court and/or Subcontractor will be reimbursed only for incentives purchased and distributed between **July 1, 2009 through June 30, 2010**.
- D. All vendor invoices, including invoices for internet orders, must include the vendor name, address, the party being billed, description of goods and services purchased, date of purchase, cost per unit, total quantity purchased, and the total invoice amount.
- E. Copies of paid vendor invoices must include the check/warrant numbers and paid dates noted, or a copy of the vendor payment check, when applicable to support the amount claimed. A copy of the electronic payment record must be submitted if the payment is made electronically.
- F. Funds allocated exclusively for the 2009-2010 Collaborative Justice Courts Substance Abuse Focus Program cannot be used for any other program or grant; nor can another program's or grant's funds be allocated to this 2009-2010 Collaborative Justice Courts Substance Abuse Focus Program.
- G. Invoices are due to the AOC Accounting contact by the 20th of the month. **The invoice must be submitted to the AOC monthly, even if the amount is zero.**
- H. The State will make payment in arrears after receipt, review, and approval of the Court's properly completed invoice. Invoices shall clearly indicate:
  - i. The Court's name, address, and remittance address, if different from the mailing address.



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- ii. The Court's accounting contact person's name, telephone and fax number, and e-mail address.
  - iii. The **Fiscal Year 2009-2010** Contract number and Program title, Collaborative Justice Courts Substance Abuse Focus Program.
  - iv. The amount of reimbursement requested for each category (Personnel Services, Operating Expenses and Equipment, and Indirect) of allowable expenses, including a total amount.
  - v. The signature(s) of the authorized Court official(s). (Please use *blue ink* to indicate an original invoice.) Court invoices signed by the county official will not be processed for payment.
  - vi. Certification: I certify under penalty of perjury that the amount billed above is true and correct in accordance with the Contract.
- I. The agreement between the Court and the Subcontractor must be in writing for all services and program activities performed by Subcontractors. The Court may use its own contract template or request a electronic version of the subcontractor template from the AOC Grant Accounting Unit contact. The Court must submit a copy of the agreement to AOC Grant Accounting Unit *before the Court's invoice can be paid.*
- J. The Court shall require Subcontractors to submit a summary statement with a list of expenses by category.
- K. Any Court staff paid as Subcontractor shall be reported as an operating expense and will not be reported as part of salary in the calculation of the Court expenses. Fees should be reported as operating expenses rather than personnel expenses.
- L. Purchase orders and Subcontracts must be executed no later than **June 30, 2010** and must include vendor name, address, issue date, description of the goods and services to be purchased, the amount per unit and total cost in order to charge against the grant fund.
- M. The Court and Subcontractor must provide appropriate documentation for the travel claim which provide both the purpose and duration of the travel. In order to charge to the Program, the travel claim must be accompanied by documentation, such as training and other related materials, and all travel related receipts, such as conference, registration, parking, toll, rental car, lodging, air fare, meals and any other related charges.
- N. All procurement transactions shall be conducted in a manner to provide open and free competition to the maximum extent practical and in accordance with the Trial Court Financial Policies and Procedures Manual.
- O. The Court shall submit invoices to:

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Judicial Council of California  
Administrative Office of the Courts  
Attn.: Grant Accounting Unit  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

P. For reimbursement, all charges must be incurred from **July 1, 2009** through, on, or before **June 30, 2010**. Additionally, any and all obligations must be liquidated prior to the Court's final invoice. The Court's final invoice must be received by Accounting no later than **October 31, 2010**.

8. THE BUDGET AND PROPOSED REVISIONS

A. Modifications to any of the three categories (i) Personnel, (ii) Operating Expenses and Equipment, and (iii) Indirect costs, set forth in Exhibit E, Program Budget will require prior approval by AOC Program Manager. The Court is required to submit a budget modification under the following conditions:

- i. Expenditure of a category that exceeds 10% of the category total;
- ii. Adding a new line item in the budget category (AOC Grant Accounting Unit contact must be notified before adding a new line item to the budget);
- iii. Anticipated expenditures exceed line items that have spending limitation.

B. The Court shall submit a written request to the AOC Program Manager explaining the need for the modification. Upon written approval by the AOC Program Manager, the Court will submit a Revised Budget and budget narratives using the AOC-6-Budget Revision form (Rev. 07-2009) provided on website. The State will not be liable for any charges if the Court fails to submit a revised budget and obtain the AOC Program Manager's prior written approval. All modification requests and AOC Program Manager's approvals must be in writing.

C. All budget modification requests must be submitted by the Court. Modification requests received from Subcontractors will not be considered for processing a reimbursement claim.

D. All budget revisions must be executed no later than **June 25, 2010** and must include a budget narrative.

E. In no event shall the Court request nor shall the State allow a Program Budget revision after the expiration of this Agreement, which is **June 25, 2010**. The State will not be responsible for any unapproved expenses.

9. DISALLOWANCE

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the

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State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

10. ACCOUNTING CONTACT AND FORMS

The Court shall contact the following AOC Accounting contact for any accounting concerns, including requests for electronic copies of the Time Sheet, Payroll Summary, Invoice, or Budget Line Item forms:

Abutaha Shaheen  
Telephone: (415) 865-8958  
FAX: (415) 865-4337  
Email: [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov)

*END OF EXHIBIT*

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**EXHIBIT D**  
**WORK TO BE PERFORMED**

1. INTRODUCTION

- A. The *Collaborative Justice Courts Substance Abuse Focus Program* is designed to promote innovation in collaborative justice courts developed to address complex community problems that are exacerbated by substance abuse related offenses. The Program is designed to assist Courts in using drug court principles and substance abuse treatment in the context of collaborative justice courts.
- B. In **July 2009**, the State released the Request for Proposals and Grant Application (“RFP”) entitled “*California Collaborative Justice Courts Project Application for Substance Abuse Focus Collaborative Justice Courts*” to determine Program recipients for the **2009-2010** Fiscal Year. This Agreement is based upon the Court’s response to this RFP, as approved by the State.

2. COLLABORATIVE JUSTICE COURTS

- A. The Collaborative Justice Courts Advisory Committee, appointed by the Chief Justice of California, defines collaborative justice courts to include the following terms as identified by the National Association of Drug Court Professionals and its *Defining Drug Courts: The Key Components*: “...integration of services with judicial case processing, ongoing judicial intervention, close monitoring of an immediate response to behavior, multidisciplinary involvement, and collaboration with community-based and government organizations.”
- B. The Collaborative Justice Courts Advisory Committee has developed the following eleven (11) essential components, or guiding principles, of collaborative justice courts:
  - i. Integrate services with justice system processing.
  - ii. Achieve the desired goals without the use of the traditional adversarial process.
  - iii. Intervene early, and promptly place participants in the collaborative justice court program.
  - iv. Provide access to a continuum of services, including treatment and rehabilitation services.
  - v. Use a coordinated strategy that governs the Court’s responses to participants’ compliance, using a system of sanctions and incentives to foster compliance.
  - vi. Use ongoing judicial interaction with each collaborative justice court participant.
  - vii. Use monitoring and evaluation to measure the achievement of Program goals and to gauge effectiveness.
  - viii. Ensure continuing interdisciplinary education.

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- ix. Forge partnerships among collaborative justice courts, public agencies, and community-based organizations to increase the availability of services.
  - x. Enhance the Program's effectiveness and generate local support.
  - xi. Emphasize team and individual commitments to cultural competency.
- C. Effective collaborative justice courts emphasize a team and individual commitment to cultural competency. Awareness of and responsiveness to diversity and cultural issues help to ensure an attitude of respect within the collaborative justice court setting.
3. STEERING COMMITTEE
- Local drug court steering committee(s) will be established to direct the use of Grant funds. Steering Committee members shall represent all key Program partners including the courts, probation, district attorneys, public defenders, law enforcement, treatment providers, and community based organizations, as appropriate.
4. COLLABORATIVE JUSTICE COURT MODELS
- A. Work of the Program will fall under one (1) or more of the following Court Models:
- i. **Community Court.** This Court Model involves multiple community partners and may include an array of sanctions and services including community restitution projects, onsite job training, drug treatment, and health counseling.
  - ii. **Domestic Violence Court and Juvenile Domestic/Dating Violence Court.** These Court Models are dedicated to dealing with felony and/or misdemeanor domestic violence crimes, paying close attention to the victim and assessing the level of danger that an offender may pose. The focus of these Court Models is to address civil issues, such as child welfare, custody, or visitation.
  - iii. **Adult Drug Court and Juvenile Delinquency Drug Court.** These Court Models combine intense judicial supervision, comprehensive substance abuse treatment (including detoxification), random and frequent drug testing, incentives and sanctions, clinical case management, and ancillary services. Monitoring and evaluation are critical system components of this Court Model. The overriding goal of the Drug Court Model is abstinence and law-abiding behavior. The Juvenile Delinquency Drug Court Model differs somewhat from the Adult Drug Court Model in that it emphasizes family involvement in treatment. The Juvenile Delinquency Drug Court Model attempts to maintain the rigorous and ongoing supervision used in the adult system, but is often required to take a more flexible approach when responding to the needs of young offenders.
  - iv. **Family Treatment Drug Court.** For purposes of this Court Model, a family is defined as a guardian or guardians of at least one (1) child. This Court Model targets families in an effort to keep the guardians out of the criminal justice system and the child out of juvenile dependency court.

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- v. **Homeless Court.** This Court Model deals with a complexity of homelessness issues that require a broad spectrum of services to be available. Such services could include counseling for mental illness, chronic alcoholism, drug addiction, physical disabilities, and chronic health problems.
- vi. **Juvenile Dependency Drug Court.** This Court Model targets the parents of children in the child welfare system - usually children seven (7) years old or younger, primarily infants and toddlers - who have been accused of, or admit to, drug or alcohol abuse that is related to child welfare concerns, without necessarily having criminal charges or an already established court order not to drink or take drugs.
- vii. **Mental Health Court and Juvenile Mental Health Court.** Under these Court Models, work is often with clients suffering from various mental health concerns. These Court Models bridge the chasm between the mental health and criminal justice systems. Under these Court Models, referrals may be received from a variety of sources and link the defendant to mental health services.
- viii. **Balanced and Restorative Justice/Victim Offender Reconciliation.** There are three (3) primary goals of this Court Model: community protection, accountability, and competency development. The goal is to keep the offender in the community and offer competency development, such as vocational skills, education, conflict management, health, and recreation.
- ix. **Youth Court/Peer Court/Teen Court.** These Court Models are alternative approaches to the traditional juvenile justice system. A youth charged with an offense opts to forgo the hearing and sentencing procedures of the juvenile courts and agrees to participate in a sentencing forum with a jury of the youth's peers under the supervision of a judge. The basic principles of these Court Models are that they be youth-focused and youth-driven and that they be designed to empower youths, assisting them to think, make choices, and develop connections with adults.
- x. **Other Court Models.** Other Court Models proposed by the Court, if approved by the State herein, may be permitted under this Program.

5. SCOPE OF WORK

On behalf of the Court(s) and for the Court Model(s) proposed, the Court is authorized to provide the Work, as set forth below:

El Dorado County Juvenile Drug Courts operate in both Placerville and South Lake Tahoe locations. Each court follows the guidelines and ten key components of effective Drug Courts set forth by the U.S. Department of Justice Office of Justice Programs. The collaborative Juvenile Drug Courts address the high incidence of alcohol/drug abuse among youth who become involved in the Juvenile justice system. Our Juvenile Drug Courts have been in operation for 8 years making them the longest existing drug courts in El Dorado County. Our programs provide family centered treatment for 13-17 year olds. Services include: outpatient substance abuse treatment, individual and group counseling, family counseling, drug

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testing, residential treatment, incentives, interpreter services, and ancillary services as needed and appropriate to each participant. Examples of ancillary services: Job placement, vocational training, transportation assistance. Additionally, youth participants would be connected with positive peer mentors through our Youth Commission and Youth Task Force to design and implement alcohol and drug free alternative events.

Goals:

Goal 1: Engage and retain participants in the program so that they may receive the full benefit of Juvenile Drug Court Services. The termination/Drop out rates will be tracked and shall not exceed 30 percent.

Goal 2: Keep participants drug free throughout the duration of the program to maximize their experience of a drug free lifestyle. Frequent and random drug testing will be performed to monitor client abstinence. 75 percent of these tests should be negative for drugs and alcohol.

Goal 3: Achieve maximum family participation so that the environmental, cultural and systemic roots of substance abuse can be addressed. Family participation is a requirement in our programs and will be tracked, with the expectation that at least one parent will attend 90 percent of the court sessions with their child.

Goal 4: Increase client level of functioning in life domains to increase employment potential, school success, and enhance community involvement.

Goal 5: Increase participant resilience, increase identification with healthy social norms and attitudes, increase attachment to school and positive role models. Our program will monitor participant grades in school, the number of hours spent participating in positive alternative activities and number of activities, and a minimum of 50 percent attendance at all alternative activities.

El Dorado County anticipates that we will serve 25 minors in South Lake Tahoe, and 25 minors in Placerville to total 50 participants.

6. DELIVERABLES

- A. The Court shall provide semiannual statistical reports based on the following appropriate reporting format: 2009-2010 Substance Abuse Semiannual Statistical Report Adult form or 2009-2010 Substance Abuse Semiannual Statistical Report Juvenile form; each form is provided on the website. The Court must submit a report for the period of performance by the due date indicated in Table 1, below, if this Agreement encompasses that period of performance.

Table 1: Reporting Schedule

Period of Performance	Due Date
July 2009 to December 2009	January 31, 2010
January 2010 to June 2010	July 31, 2010

- B. The purpose of the semiannual statistical reports is to provide the Court and the AOC with an evaluation of Program progress in relation to the Contract. Failure to supply the semiannual report will be considered a default and if this default is not corrected under Exhibit B, Special Provisions, paragraph 9, Acceptance of Work, the State shall

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have the right to terminate this Contract as set forth under Exhibit A, Standard Provisions paragraph 2, and distribute the funds to other courts with needs for additional funds.

7. CONFERENCE CALLS

The Contractor shall provide a contact person to participate in semiannual conference calls to provide verbal updates on financial and statistical reports and to exchange best practices information. The Contractor's failure to comply with reporting requirements in a timely manner may result in termination of the Agreement in accordance with the termination provisions of the Agreement and possible redistribution of funds to other courts. The actual date and time of each conference call will be mutually agreed upon by the parties. The Court must participate in the conference call scheduled for the period of performance indicated in Table 2, below, if this Agreement encompasses that period of performance.

**Table 2: Conference Call Schedule**

<b>Period of Performance</b>	<b>Scheduled Week</b>
<b>July 2009 to December 2009</b>	<b>TBD</b>
<b>January 2010 to June 2010</b>	<b>TBD</b>

*END OF EXHIBIT*



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**EXHIBIT E**  
**REVISED BUDGET**

**Judicial Council of California – Administrative Office of the Courts  
2009-2010 Collaborative Justice Courts Substance Abuse Focus Grant  
Application Budget Sheet  
Superior Court of California, County of El Dorado**

**BUDGET/BUDGET MODIFICATION FORM**

The following budget line items are allowable drug court program expenditures. However, there is an expending limitation for many of these line items. Some line items cannot be allocated, if other related line items are already allocated. There are three categories of expenditure: Personnel, Operating Expenses & Equipment, and Indirect Costs (Subcontractors are not allowed to charge indirect costs). The form must be used for grant Application budget and budget modification. For application budget, use only the column titled Original Budget. The amount of this column must remain the same throughout the grant period.

CONTRACT NO: \_\_\_\_\_ MODIFICATION NO: 1 FISCAL YEAR: 2009/2010 DATE: 12/01/09

CATEGORY	LINE ITEMS	EXPENSE LIMIT	ORIGINAL BUDGET	FUND USED	CHANGES (+) OR (-)	MODIFIED BUDGET	BRIEF JUSTIFICATION	USE OF FUND	
<b>P E R S O N N E L</b>	Salaries	Program Coordinator Administrative Support Fiscal Support Case Management						Only court employees salary and benefits can be budgeted in this section. Salary and benefits must not exceed the allocated percentage (%). Overtime cannot be charged to the grant without prior approval from AOC program manager.	
			Benefits	FICA/Medicare Workers' Comp Medical/Dental/Vision Retirement Life Insurance Other (Specify)					
	<b>O P E R A T</b>	Contractual Services Or Subcontractor	Professional Services Contractual Services Salary-Subcontractor Staff Benefits-Subcontractor Staff	11,200					The County will contract with two private non-profit agencies both of whom have a long history of providing quality substance abuse services to teens and families. Agencies will serve 25 participants each. Providers will also facilitate and implement alternative activities designed to build resilience
	Treatment	Screening/Counseling Drug Testing/Treatment	NO LIMIT					The total treatment expenses by court and the	

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I N G		Dental Care/Tattoo Removal Treatment Supplies							subcontractor should be listed in the section.
X P E N S E S	Educational Training	Educational/Training Materials Film/Video For Training Educational Field Trips Graduation Ceremony	17% OF GRANT AWARD						The total training and related expenses by court and the subcontractor should be listed in the section.
	Supplies And Equipment	Office Supplies Postage/Shipping & Handling Stationary Telephone/Communication Printing/Publication Furniture Computer/Monitor/Printer TV/DVD/Video Camera	10% OF GRANT AWARD						The total supplies expenses by court and the subcontractor should be listed in the section. All equipment expenses must be preapproved by AOC program manager regardless of the amount.
& E Q U I P M E N T	Travel	Conference/Meeting Training/Registration Travel Client-Transportation	15% OF GRANT AWARD						The total travel expenses by court and the subcontractor should be listed in the section, including client transportation.
	Incentives	Coupon-Movie/Sport Event Coupon-Fast Food Therapeutic Event	\$1,500 MAXIMUM	235					The maximum allowable amount must not exceed by the court and the subcontractor combined.
<b>AWARD TOTAL</b>							11,670		

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**EXHIBIT F  
ATTACHMENT 1  
ACCEPTANCE AND SIGN-OFF FORM**

Description of Work provided by Court:

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Date submitted: \_\_\_\_\_

Work is:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

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2) Complete:  yes  no. If no, please identify incomplete aspects of the Work.

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3) Technically accurate:  yes  no. If no, please note corrections required.

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Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

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Work is accepted.  Work is unacceptable as noted above.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*END OF ATTACHMENT*

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**EXHIBIT F  
FORMS**

1. Attached to this Exhibit F is the following form:

<b>FORM NO.</b>	<b>TITLE</b>
Attachment 1	Acceptance and Sign-off Form

2. The following forms are located at <http://www.courtinfo.ca.gov/programs/collab/#funding> under "Substance Abuse Focus Grant Program Forms" or can be requested from AOC Grant Accounting Unit contact at [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov).

<b>FORM NO.</b>	<b>TITLE AND REVISION NO.</b>
AOC-1	Invoice form (Rev. 07-2009)
AOC-2	Budget Line Item form (Rev. 07-2009)
AOC-3	Payroll Summary Sheet form (Rev. 07-2009)
AOC-4	Time Sheet form (Rev. 07-2009)
AOC-5	Subcontractor Invoice form (Rev. 07-2009)
AOC-6	Budget Revision form (Rev. 07-2009)
AOC-7	Out-of-state Travel Approval form (Rev. 07-2009)
AOC-8	Incentives Distribution List form (Rev. 07-2009)
AOC-9	2009-2010 Substance Abuse Semiannual Stat Report Adult form (Rev. 12-08)
AOC-10	2009-2010 Substance Abuse Semiannual Stat Report Juvenile form (Rev. 12-08)

*END OF EXHIBIT*