

ORIGINAL

No. 545-M1510

**Memorandum of Understanding
Between
The El Dorado County District Attorney
And
Superior Court of California,
County of El Dorado
Regarding Recidivism Reduction Fund Court Grant Program (RRF)
Pretrial Supervision Program**

This Memorandum of Understanding #545-M1510 (“MOU”) is entered into by and between the El Dorado County District Attorney (hereinafter referred to as “District Attorney”) and the Superior Court of California, County of El Dorado (hereinafter referred to as “Court”). This MOU sets forth each party’s roles and responsibilities as they relate to the Recidivism Reduction Fund Court Grant Program for Pretrial Supervision Program, for the grant period April 1, 2015 through April 30, 2017.

WHEREAS, Court is to receive funding from the Judicial Council of California (“Judicial Council”) for the Recidivism Reduction Fund Court Grant Program (“Program”) under the terms and conditions of Agreement No. 1030020, attachment “D” between Court and the Judicial Council (the “Contract”);

WHEREAS, Court desires to subcontract with District Attorney, subject to the authorization of the County of El Dorado, for District Attorney to provide certain services necessary to complete the Program objectives as set forth in the Contract;

WHEREAS, the Judicial Council has consented to Court’s subcontracting with the District Attorney for certain services necessary to complete the Program objectives as set forth in the Contract;

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

NOW, THEREFORE, Court and District Attorney mutually agree as follows:

1. **Definitions:** If not otherwise defined in this MOU, the definitions of capitalized terms used in this MOU are as set forth in the Contract.
2. **Scope of Services:** Consistent with the terms and conditions of the Contract and this MOU, District Attorney shall provide the following in furtherance of the Program objectives:

- .20% Deputy District Attorney for Year 1, April 1, 2015 through June 30, 2015 with the Project Management Team, planning and implementation of a Pretrial Supervision Program (PSP) with ongoing Deputy District Attorney program participation representing the People's interests;
- .10% full-time employee (FTE) Legal Secretary for administration of program within the District Attorney's office and assistance to the Deputy District Attorney;
- Participation in meetings as required by Court to meet contract requirements for the Program.

District Attorney warrants to Court that funds provided to District Attorney under this MOU will only be used for new or expanded services and that no ongoing or completed projects of District Attorney will duplicate or overlap any Work under the Contract consistent with the requirements in Exhibit B, Sections 12 and 13 of the Contract.

3. **Term:** This MOU is effective April 1, 2015 through April 30, 2017, subject to the election of the Judicial Council to exercise its options to extend the Contract term beyond fiscal year 2014–2015, as provided in Exhibit B, Section 3 of the Contract. Either party may terminate this MOU earlier by providing written notice of intent to terminate to the other party at least thirty (30) days before the intended termination date. In addition and upon notice to District Attorney, Court may terminate this MOU, in whole or in part, without prejudice to any right or remedy of Court, if expected or actual funding is withdrawn, reduced, or limited in any way. Court may also terminate this MOU for deficient performance of District Attorney consistent with the requirements of Exhibit B, Section 7 of the Contract.
4. **Reporting:** District Attorney agrees to provide data relevant to the deliverables in a timely manner but no less than 15 days prior to the Due Date as outlined in Court's Contract with the Judicial Council for the Program. The Judicial Council's Quarterly Program Evaluation, Data and Data Collection Report is included as Attachment A to this MOU for information purposes only. Data collection requirements are subject to change by the Judicial Council or the Court Program Manager from time to time. Court commits to communicating any such changes to District Attorney in a timely manner.

5. **Compensation for Services:**

The maximum amount Court may pay District Attorney under this MOU is **\$22,436** for the period **April 1, 2015** through **April 30, 2017**, subject to the provisions of this Section 5. This maximum amount includes all fees and expenses.

The budget, as agreed upon in the Contract between Court and Judicial Council, is attached as Attachment B to this MOU.

Fiscal Year 2015–2016 and Fiscal Year 2016–2017: Requests for reimbursement, with proper financial documentation, should be submitted to Court monthly in arrears by no later than the 10th of the following month. District Attorney's final invoice must be received by Court no later than May 1, 2017. **Invoices received by Court after May 1, 2017, will not be accepted.**

District Attorney shall submit invoices to Court in arrears monthly with documentation acceptable to Court to support actual costs billed. Such documentation to be provided to Court monthly includes:

- a. Documentation of District Attorney Personnel Salaries and Fringe Benefits paid to .20% FTE Deputy District Attorney and .10% FTE Legal Secretary under this MOU;
- b. Adequate backup documentation as deemed necessary by Court to substantiate expenses claimed; and
- c. Such additional information as Court may require from District Attorney to comply with the terms of the Contract.

Subject to compliance with the requirements of the Contract that are applicable to District Attorney's role as a Subcontractor and this MOU, Court shall reimburse District Attorney for actual costs incurred following (i) Court's receipt of Grant funds from the Judicial Council and (ii) submission to and acceptance by the Judicial Council of required reports identified in the Contract and Attachment C – Deliverables of this MOU.

If District Attorney receives payment from Court for a service or reimbursement that is later disallowed, District Attorney shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to District Attorney under this MOU or any other agreement.

6. General Provisions

- a. Entire Agreement. This MOU, including those portions of the Contract applicable to District Attorney's services as a Subcontractor of Court, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous modifications, agreements, proposals, negotiations, representations, and commitments, both oral and written, between the parties to this MOU.
- b. Amendment. No addition to or alteration of the terms of this MOU will be valid unless made in the form of a written amendment, which is formally approved and executed by the governing bodies of each of the parties, or their respective authorized designees.

- c. Further Assurances. Each party agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU. Time is of the essence in the performance of this MOU.
- d. Waiver. Any waiver by either party of the terms of this MOU must be in writing and executed by an authorized representative of the waiving party and will not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
- e. Severability. The provisions of this MOU are separate and severable. If any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Any such provision will be enforced to the maximum extent possible so as to effect the reasonable intent of the parties and will be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- f. Relationship of Parties. The District Attorney and the employees and agents of the District Attorney in the performance of this MOU shall act in an independent capacity and not as officers, employees or agents of Court or the Judicial Council. Neither the District Attorney nor any person engaged by the District Attorney to perform the services described herein is covered by any employee benefit plans provided to the employees of Court. Each party is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between the parties. Each party will determine the method, details, and means of performing its obligations under this MOU, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all persons assisting the respective party. The District Attorney will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.
- g. Risk Allocation. It is the intention of both parties that neither will be responsible for the negligent and/or intentional acts and/or omissions of the other, or its judges, subordinate judicial officers, directors, officers, agents and employees. The parties therefore disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6.

Instead, pursuant to Government Code section 895.4, the parties agree to use principles of comparative fault when apportioning any and all losses that may arise out of the performance of this MOU.

- h. Counterparts. This MOU may be executed in counterparts, each of which is considered an original but all of which together shall constitute one instrument.
- i. Notices. Any notices required to be given pursuant to the terms and provisions of the MOU shall be in writing and shall be delivered to:

County: El Dorado County District Attorney
515 Main Street
Placerville, CA 95667
Attn: District Attorney

Court: Superior Court Executive Officer
2850 Fairlane Court, Ste. 110
Placerville, CA 95667
Attn: Court Executive Officer

- j. Retention of Records; Audit. District Attorney shall maintain all financial data, supporting documents, and all other records related to performance and billing under this MOU 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 submission of District Attorney's final payment request. District Attorney shall permit all records related to performance and billing under this MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of Court and the Judicial Council. This MOU is subject to examination and audit by the State Auditor for a period of three (3) years after final payment.
- k. Limitation on Publication. District Attorney shall not publish or broadcast any article, press release, advertisement, or other writing that references the Judicial Council unless previously approved in writing by the Judicial Council.
- l. Third Party Beneficiary. The Judicial Council is a third party beneficiary of this MOU.

IN WITNESS WHEREOF, Court and District Attorney executed this MOU #545.M1510 on the date or dates indicated below:

-- COUNTY OF EL DORADO --

Dated: 8/11/15

By: Brian K. Veerkamp
Chairman
Board of Supervisors
"County"

ATTEST:
James S. Mitrising, Clerk
of the Board of Supervisors

By: Marcie Mastroland Dated: 8/11/15
Deputy Clerk

Superior Court of California,
County of El Dorado

By: Suzanne N. Kingsbury
Suzanne N. Kingsbury
Presiding Judge of the Superior Court
of California, County of El Dorado

By: Jackie Davenport
Tania Ugrin-Capobianco
Court Executive Officer
Jackie Davenport
Assistant Court Executive
Officer

El Dorado County District Attorney

By: Vern Pierson
Vern Pierson
District Attorney
Contract Administrator

ATTACHMENT A

Quarterly Program Evaluation, Data and Data Collection Report

Reporting will be consistent with the requirements of Exhibit D, Section 8 of the Contract.

The list of required data elements, information/instructions and the tool to be used for reporting this data may be accessed by District Attorney at the following location:

<http://www.courts.ca.gov/RecidivismReduction.htm>

ATTACHMENT B

Itemized Budget

(From Court's Budget Detail and Narrative/Justification in Contract)

*Exhibit E, Attachment 1 of Contract #1030020 (Attachment "D")

ATTACHMENT C

Deliverables

Deliverable – Year-1 / Initial Term

No.	Description	Period of Performance	Due Date	Firm-Fixed Price
Y1-1	<p>1. Program Start-Up Costs Report As set forth in Exhibit E, Attachment 1, <i>Budget Detail and Narrative/Justification</i>, of the Contract, Year 1: FY 2014-2015 (April 1, 2015 – June 30, 2015), including the following details:</p> <ol style="list-style-type: none"> 1) Total amount of funds needed by the Court until June 30, 2015; 2) How the funding will be utilized; and 3) Itemized budget; and Narrative/Justification. <p>2. Court-approved Invoice – Form #1</p>	Year-1 / Initial Term	April 30, 2015	\$42,841
As set forth in Exhibit E, <i>Forms</i> , Attachment 8 <i>Year-1 / Initial Term Expense Report</i> for reporting related expenditures, due by July 5, 2015.				

Deliverables – Year-2/First Option Term

No.	Description	Period of Performance	Due Date
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	July 1, 2015 – September 31, 2015	October 15, 2015
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	October 1, 2015 – December 31, 2015	January 15, 2016
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	January 1, 2016 – March 31, 2016	April 15, 2016
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	April 1, 2016 – June 30, 2016	July 15, 2016

Deliverables – Year 3/Second Option Term

No.	Description	Period of Performance	Due Date
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	July 1, 2016 – September 31, 2016	October 15, 2016
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	October 1, 2016 – December 31, 2016	January 15, 2017
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	January 1, 2017 – March 31, 2017	April 15, 2017
Y2-Q1	<ul style="list-style-type: none"> ▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report 	April 1, 2017 – April 30, 2017	May 15, 2017

ATTACHMENT D
Agreement No. 1030020 between Court and the Judicial Council, 67 pages



RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM AGREEMENT

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Judicial Council of California Standard Agreement
Contract No. 1030020 with the 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.

2. TERMINATION FOR CAUSE

The Judicial Council 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 Judicial Council may proceed with the Work in any manner it deems proper. The cost to the Judicial Council 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 Judicial Council, 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

Judicial Council of California Standard Agreement
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Judicial Council of California Standard Agreement form. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement**."

- 1.8 "**Court**" refers to the Superior Court of California, identified on the fully executed Judicial Council of California Standard Agreement as contracting with the Judicial Council.
- 1.9 "**Data**" means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- 1.10 "**Day**" means calendar day, unless otherwise specified.
- 1.11 "**Deliverable(s)**" or "**Submittal(s)**" means one or more items, if specified in the Contract Documents, that the Court shall complete and deliver or submit to the Judicial Council for acceptance.
- 1.12 "**Force Majeure**" means a delay which impacts the timely performance of Work which neither the Court nor the Judicial Council 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:
- 1.12.1 Acts of God or the public enemy;
 - 1.12.2 Acts or omissions of any government entity;
 - 1.12.3 Fire or other casualty for which a party is not responsible;
 - 1.12.4 Quarantine or epidemic;
 - 1.12.5 Strike or defensive lockout; and,
 - 1.12.6 Unusually severe weather conditions.
- 1.13 "**Grant**" means, for purposes of this Agreement, funding for the *Recidivism Reduction Fund Court Grant Program* created by Senate Bill 105 (SB 105), as part of the Budget Act of 2014, provided by the California State Legislature to the courts for Fiscal Years 2014-2015, 2015-2016 and 2016-2017, to be administered by the Judicial Council of California.
- 1.14 "**Grantee**" or "**Awardee**" shall hold the same meaning as "Court."
- 1.15 "**Judicial Council**" means the Judicial Council of California. The Judicial Council is the policymaking body of the California courts, the largest court system in the nation. Under the leadership of the Chief Justice and in accordance with the California Constitution, the Judicial Council is responsible for ensuring the consistent, independent, impartial, and accessible administration of justice. Judicial Council staff implements the council's policies.
- 1.16 "**Judicial Council of California Standard Agreement**" means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the **Judicial Council of California Standard Agreement**,

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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*.

- 1.25 “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Court for the Judicial Council.
- 1.26 “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Court, who is not a party to this Agreement.
- 1.27 “**Validated Risk and Needs Assessment**” (Court use of validated risk and needs assessment information) means court practice of using assessments that provide judges with additional information to consider when making sentencing decisions and determining the courts’ responses to violations of supervision, including probation, postrelease community supervision, mandatory supervision and parole.
- 1.28 “**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 Judicial Council. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. MANNER OF PERFORMANCE OF WORK

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

3. AGREEMENT TERM OPTIONS

- 3.1 Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Court shall be at the Court’s own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

- 3.2 **Year-1/Initial Term.** The Agreement Initial Term shall be from April 1, 2015 through June 30, 2015 (FY2014-15).

The Parties agree that the Judicial Council may elect to exercise an option to extend the Agreement for up to two (2) consecutive optional term(s), if authorized in writing in accordance with the terms and conditions of the Agreement.

- 3.3 **Year-2/ First Option Term.** The Agreement First Option Term shall be from July 1, 2015 through June 30, 2016 (FY2015-16).

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6. SUSPEND WORK

6.1 The Judicial Council 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 Judicial Council shall either:

6.1.1 Cancel the Suspend Work Order; or

6.1.2 Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.

6.2 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 Judicial Council shall make an equitable adjustment in the delivery schedule and/or the Contract Amount, and the Agreement shall be modified, in writing, accordingly, if:

6.2.1 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

6.2.2 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 Judicial Council decides the facts justify the action, the Judicial Council may receive and act upon a proposal submitted at any time before final payment under this Agreement.

6.3 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 Judicial Council's Obligation Subject to Availability of Funds provision, as set forth under *Exhibit B*, the Judicial Council shall allow reasonable costs resulting from the Suspend Work Order in arriving at the termination settlement.

6.4 The Judicial Council shall not be liable to the Court for loss of profits because of the Suspend Work Order issued under this provision.

7. DEFICIENT PERFORMANCE

Should the Judicial Council 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

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- 10.2.3 **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).
- 10.2.4 **Consistency:** The Work is consistent with approved costs; the activities involved in completing the Work are consistent with the *Recidivism Reduction Fund Court Grant Program* budget set forth in Exhibit E, Attachment 1, *Budget Detail and Narrative/Justification* for the corresponding grant year of this Agreement.
- 10.3 The Court shall provide the Work to the Judicial Council, in accordance with direction from the Judicial Council Project Manager. The Judicial Council shall accept the Work, provided the Court has delivered the Work in accordance with the *Acceptance Criteria*, provided as *Exhibit E, Attachment 3*. The Judicial Council Project Manager shall use the *Exhibit E, Attachment 2 Acceptance and Sign-off Form* to notify the Court of the Work's acceptability.
- 10.4 If the Judicial Council rejects the Work provided, the Judicial Council Project Manager shall submit to the Court a written rejection using *Attachment 2, Acceptance and Sign-off Form*, describing in detail the failure of the Work as measured against the Acceptance Criteria. If the Judicial Council 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.
- 10.5 If the Judicial Council Project Manager requests further change, the Court shall meet with the Judicial Council Project 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 Judicial Council and a principal of the Court, as set forth in subparagraph F, below.
- 10.6 If agreement cannot be reached between the Judicial Council Project Manager and the Court on the Work's acceptability, a principal of the Court and the Administrative Director of the Judicial Council, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the Judicial Council, 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 Judicial Council may reject the Work and will notify the Court in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the Judicial Council may terminate this Agreement pursuant to the terms of *Standard Provisions*, paragraph 2, as set forth in *Exhibit A*.

11. CLOSE OUT PROCEDURES

Close out is the process by which the Judicial Council Project Manager determines that all applicable administrative and financial actions are completed by the Court.

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17. 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 Judicial Council Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to Judicial Council Internal Audit.

18. 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.

19. 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 Judicial Council with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

20. CONFIDENTIALITY

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

21. LIMITATION ON PUBLICATION

In any contract the Court may enter into with a Subcontractor for Work provided under this 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," unless previously approved in writing by the Judicial Council.

22. COPYRIGHTS AND RIGHTS IN DATA

22.1 The Judicial Council reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.

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

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27. INSURANCE REQUIREMENTS

The Court shall ensure that any Subcontractors maintain adequate insurance coverage, as set forth below in accordance with Judicial Branch Contracting Manual:

- 27.1 Subcontractors providing services to the Court shall maintain and show proof of adequate insurance coverage before beginning the Work of this Contract.
- 27.2 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.
- 27.3 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:
 - 27.3.1 Workers Compensation and Employer's Liability.
 - 27.3.2 Commercial General Liability including property damage and bodily injury.
 - 27.3.3 Automobile Liability – Owned, non-owned, and hired vehicles, including bodily injury and property damage.
 - 27.3.4 Professional Liability (errors and omissions/malpractice) – Required if a Subcontractor provides professional/design services (attorneys, consultants, architects, engineers, etc.).

28. CONFLICT OF INTEREST

- 28.1 The Court and employees of the Court shall not participate in proceedings that involve the use of State of California 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.

- 28.2 The Court certifies and shall require any Subcontractor to certify to the following:

Former Judicial Council of California 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 Judicial Council service.

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32. AMERICANS WITH DISABILITIES ACT

By signing this Agreement, the Court assures the Judicial Council 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.

33. CALIFORNIA LAW

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

34. 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.

35. 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.

36. SIGNATURE AUTHORITY

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

37. 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.

38. 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 Judicial Council of California.

END OF EXHIBIT

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2.5 Annually, the Judicial Council shall report aggregate level data related to these programs to the Department of Finance and the Joint Legislative Budget Committee. The first report shall include information related to the establishment and operation of the grantee programs. The Judicial Council shall provide a report to the Joint Legislative Budget Committee and the Department of Finance that addresses the effectiveness of the programs based on the reports of the established outcome measures described in Provision 4 and the impact of the moneys appropriated pursuant to this act to enhance public safety and improve offender outcomes four years after the grants are awarded. Five percent of the funds shall be designated to the Judicial Council for the administration of the program, including the collection and analysis of data from the grantee courts, the California Department of Corrections and Rehabilitation, and local justice system partners; the provision of technical and legal assistance to the courts; and evaluation of the program. Funds appropriated in this item may be expended until June 30, 2017, after which any unexpended funds shall revert to the General Fund.

3. **CONTRACT AMOUNT**

The maximum amount the Judicial Council may pay the Court under this Agreement is **\$600,000.00** for the period **April 1, 2015** through **April 30, 2017**. The Contract Amount includes all fees and expenses.

4. **DIRECT EXPENSES (DIRECT COSTS)**

All fees and charges noted in this Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement, as set forth in **Exhibit E, Attachment 1, Budget Detail and Narrative/Justification**.

5. **INDIRECT EXPENSES (INDIRECT COSTS)**

All fees and charges noted in this Agreement that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the Program, as set forth in Exhibit E, Attachment 1, *Budget Detail and Narrative, H, Indirect Costs*. The costs of operating and maintaining facilities, accounting services, and administrative salaries are examples of indirect costs.

6. **OTHER EXPENSES**

The Judicial Council shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

7. **TAXES**

The Judicial Council is exempt from federal excise taxes and no payment will be made for any taxes levied on the Court's or any Subcontractor's employees' wages. The Judicial Council will

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can be made in Year 2, as described in subparagraph 11.2.2, Reimbursement Payments, below.

- 10.1.5 The Judicial Council **Project Manager** shall be responsible for the sign-off approval of all Work required and submitted pursuant to this Agreement, as set forth in Exhibit B, Section 9, *Acceptance of Work*.
- 10.2 **Ongoing Program Operations Costs: Reimbursement-based Payments**
- 10.2.1 Period of Performance:
(i) **Year-2/First Option Term** and
(ii) **Year-3/Second Option Term**
- 10.2.2 Grant funds will be disbursed as reimbursement-based payables, upon review and approval of required documentation by the Judicial Council **Project Manager**.
- 10.2.3 Invoices for reimbursement of expenditures for ongoing program operations costs, with supporting financial documentation (receipts, subcontractor invoices/ court payments, etc.) that align with the ***Budget Detail and Narrative/Justification, Ongoing Program Operations Costs Reports*** (Exhibit E, Attachment 1, Year-2 and Year-3), shall be submitted once per month, by the **20th day** of the month **following expenditures**, to the Judicial Council **Grant Accounting Contact** for reimbursement. Only approved, allowable expenses incurred during the contractual funding grant **Period of Performance**, as stated above, will be considered reimbursable, as set forth in Exhibit D, *Work to be Performed, Section 4, Allowable Uses of Award Funds* and **Section 5, General Approved Use of Award Funds**.
- 10.2.4 An invoice that does not align with its respective *Budget Detail and Narrative/Justification, Ongoing Program Operations Costs Report*, or is missing the required supporting documentation, or is otherwise disapproved may be returned to the court for correction.
- 10.2.5 **Final reimbursements:** Funds must be fully expended by **April 30, 2017**; therefore, submission of final invoices for reimbursement of Program expenses must be received by the Judicial Council no later than **May 5, 2017**. Invoices received by the Judicial Council after this date will not be accepted.
- 10.3 **Court Request for Advance Program Funds: Advance Payments**
- 10.3.1 Period of Performance:
(i) **Year-2/First Option Term**; and

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11. INVOICE INSTRUCTIONS

11.1 The Judicial Council will make payment after receipt and approval of the Court's properly completed Invoice and any required documentation. The Invoice must clearly indicate the following information:

- 11.1.1 The Court's name, address, and remittance address, if different from the mailing address.
- 11.1.2 The Court's accounting contact person's name, telephone and fax number, and e-mail address.
- 11.1.3 The Fiscal Year, Contract number, Program name, Grant Category and Grant Phase.
- 11.1.4 The signature(s) of the authorized Court official(s). (Please use *blue ink* to indicate an original invoice.) A Court invoice signed by the county official will not be processed for payment.
- 11.1.5 The Certification: "I certify under penalty of perjury that the amount billed above is true and correct in accordance with the Contract."

11.2 The Court shall complete and submit the appropriate invoice forms, as indicated in **Exhibit E, Attachments 4 through 7, Invoice Form #s 1, 2, 3-A and 3-B**, with all required supporting documentation, by the required due dates as follows:

11.2.1 **Firm-Fixed per Deliverable Payment/ Year-1 (FY2014-15), Program Start-up Costs):**

- (i) The Court will submit a completed **Invoice – Form # 1**, along with the *Program Start-Up Costs Report* Deliverable, as set forth in Exhibit D, *Section 8, Work to Be Performed*, Table 2, to the **Project Manager** by no later than **April 30, 2015**. The invoice will be for an amount that aligns with the **Exhibit E, Attachment 1, Budget Detail and Narrative, Year 1: FY 2014-2015**.
- (ii) The Judicial Council Project Manager will review and approve the invoice in conjunction with the *Program Start-up Costs Report*, as set forth in **Exhibit E, Attachment 2, Acceptance and Sign-Off Form** and Attachment 3, *Acceptance Criteria*.
- (iii) The Court's Year-1/Initial Term expense report, as set for in Exhibit E, Forms, Attachment 8, Year-1/Initial Term Expense Report to account for all Year-1/Initial Term Start-Up Costs expenditures, and/ or any unspent balance of funds, must be received by the Project Manager no later than **July 15, 2015**, in order to close out FY2014-15 by the end of the fiscal year.
- (iv) **Close-out Procedures (Year-1/Initial Term):** No invoices submitted for Year-2 expenditures will be reimbursed until the *Exhibit E, Attachment 8*,

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- b. The following final documentation for Year-3 must be received from the Court by **Grant Accounting** by no later than **May 5, 2017** in order:
 - Final completed and Court-approved **Invoice – Form # 2**
- c. **Close-out Procedure:** Grant funds paid to the Court in Year-3 that are not reconciled with documented Program-related expenditures submitted to Grant Accounting and approved by the Program Manager by no later than **May 5, 2017** shall be refunded to the Judicial Council for reallocation to other court programs.

11.2.3 **Advance Payments** (Court Request for Advance Program Funds):

- (i) **Period of Performance:**
 - a. **Year-2/First Option Term/;** and
 - b. **Year-3/Second Option Term.**
- (ii) If the Court elects to request advance payment of awarded grant funds, the Court must submit the following documents to the Judicial Council Project Manager for review approval by no later than **September 30, 2015** (for Year-2) and/ or **September 30, 2016** (for Year-3), accordingly:
 - a. Completed, Court-approved **Invoice # 3-A, Court Request for Advance Payment of Program Funds**, detailing projected Program-related expenses; and
 - b. A written request for advance payment of funds that aligns with Exhibit E, Attachment 1, Year 2 and/ or Year 3 *Budget Detail and Narrative/Justification, Ongoing Operations Costs Report*.
- (iii) **Close-Out Procedure:** Advance Payment requires an accelerated Close-Out Procedure. Proof of payment of Program-related expenses by the Court must be provided to the Judicial Council **Grant Accounting** and be approved **within 90 days of the funding date**, as follows:
 - a. Completed, Court-approved **Invoice # 3-B;** and
 - b. All related backup documentation required to reconcile advance payment of funds with related expenditures.
- (iv) After the 90 day period, no other payments will be made until proof of expenses equal to funds paid to the Court by the Judicial Council has been received and approved by the Judicial Council Project Manager.

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EXHIBIT D
WORK TO BE PERFORMED

1. PROGRAM OVERVIEW AND PURPOSE

For over two decades, California's prison system has faced many challenges with overcrowding and lawsuits related to the provision of medical and mental health services in prison. Prison population increased from approximately 60,000 inmates in 1986 to an all-time high of 173,479 in 2006. The Federal Courts issued a ruling requiring the California Department of Corrections and Rehabilitation (CDCR) to reduce the population in its institutions to 137.5 percent of the system's design capacity by February 2016. As of September 10, 2014, the Judicial Council's prison population is approximately 140.6 percent of design capacity. As part of the Budget Act of 2014, the Legislature allocated \$15 million, as derived from the *Recidivism Reduction Fund* created by Senate Bill 105 (SB 105), for the *Recidivism Reduction Fund Court Grant Program* for a competitive grant program to be administered by the Judicial Council of California.

Grant funds are designated for the courts to use in the administration and operation of programs and practices known to reduce offender recidivism and enhance public safety, including the use of validated risk and needs assessments, other evidence-based practices, and programs that specifically address the needs of mentally ill and drug-addicted offenders. Because these funds are specifically designated for court programs, judicial leadership is critical for all funded programs.

2. PROGRAM CATEGORIES

Grant funds are available to trial courts for the establishment of ongoing operation and staffing of the following two categories of programs known to reduce adult recidivism and enhance public safety:

2.1 **Collaborative Court Program:** Adult criminal collaborative court programs combine intensive judicial supervision and collaboration among justice system partners with rehabilitation services to reduce recidivism and improve outcomes for moderate and high-risk felony offenders with significant treatment needs. All Collaborative Court Programs funded under this court grant program must:

- 2.1.1 Target moderate and high-risk felony offenders using a validated risk assessment tool;
- 2.1.2 Develop appropriate supervision and treatment recommendations based upon risk and needs assessment information;
- 2.1.3 Collect program data to evaluate the effectiveness of the program; and
- 2.1.4 Adhere to the collaborative court principles as defined by the Judicial Council's Collaborative Justice Courts Advisory Committee, as follows:
- 2.1.5 Collaborative justice courts integrate services with justice system processing.

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options between releasing a detainee on his/her own recognizance and remanding him/her to jail. Risk-based assignment to a continuum of pretrial supervision options, with intensity of supervision matched to risk level, can help assure that offenders return to court, maintain public safety, address jail overcrowding, and conserve resources for more intensive supervision of high-risk caseloads.

- 2.2.5 Pretrial programs may use a variety of tools, including validated risk assessment instruments, to gather relevant information for assessing defendants' risk of failure to appear in court for hearings and risk of committing a new crime if released pending trial. Pretrial programs also incorporate the use of specialized domestic violence, substance abuse/dependence, and/or mental health assessments.
- 2.2.6 Components of a program often include automated reminders of court dates, expanded use of citation releases by law enforcement, designated prosecutors to review new arrests before the initial appearance in court for bail setting, defense representation at bail hearings, electronic monitoring of the offender, a needs assessment for individuals on supervised release, and periodic check-ins with supervision officers. Pretrial programs funded under this court grant program may operate to release defendants pre- or post-arraignment.
- 2.2.7 Many different pretrial program models may be used to reduce the risk of failure to appear and the likelihood of re-arrest while on pretrial status. The following components must be included in programs funded under this court grant program:
 - 2.2.7.1 The program must be designed to work closely with the court and other justice system partners.
 - 2.2.7.2 If a program is based in an entity other than the court—probation departments, jail or sheriff's department, or in an independent organization that contracts with the court—the court and judge must play a central role as the lead of the program.
 - 2.2.7.3 Funded programs must incorporate the use of a pretrial risk assessment tool and provide appropriate supervision and monitoring based on risk level and type of risk.
 - 2.2.7.4 Courts must be provided with risk assessment information for making release decisions; these decisions should be made at the earliest stages of case processing, including pre-arraignment.
 - 2.2.7.5 Data must be collected on individuals participating in the program.

3. PROGRAMS

Within each of the Grant categories the Recidivism Reduction Fund Court Grant Program provides funding for two Program phases:

3.1 Planning/Implementation Grant Program for Initial Program Development

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- 4.2.2 Costs for court staff and local justice system partners involved in the program;
- 4.2.3 Collection and reporting of data, as required;
- 4.2.4 Program training of judicial officers, staff, volunteers, mentors, and other partners involved in the program;
- 4.2.5 Increasing the number of participants served who meet the existing criteria for the target population;
- 4.2.6 Expansion of the criteria for the target population to serve additional participants who meet the expanded description; and
- 4.2.7 Enhancement of court or other local justice system operations, including supervision and treatment services.

5 GENERAL APPROVED USE OF AWARD FUNDS

- 5.1 The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:
 - 5.1.1 The Judicial Branch Contracting Manual and Trial Court Financial Policies and Procedures Manual, as applicable; and
 - 5.1.2 The State of California's Manual of Accounting for Audit Guidelines for Trial Courts as published by the State Controller's Office, which is applicable when the court utilizes county administrative services.
- 5.2 Acceptable uses of funds include the following:
 - 5.2.1 Salary and benefits for court employees necessary to meet the operational requirements of the program;
 - 5.2.2 Court/subcontractor/consultants/professional services, including training. Subcontracts may include salaries and benefits for employees of local justice system partners necessary to meet the operational requirements of the program. A copy of all subcontracts must be provided to Judicial Council Grant Accounting before any reimbursement can be made;
 - 5.2.3 Services including but are not limited to electronic monitoring and ongoing supervision, assessment, job/educational training, residential or outpatient treatment for mental health or substance abuse/dependence treatment, health screening, transitional/temporary housing, participant travel costs associated with treatment and court appearances;
 - 5.2.4 Drug testing, alcohol monitoring, and related supplies;

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- vii. Entertainment costs such as show tickets, sporting events, and/or any other events except for use as participant incentives as described above; and
- viii. Participant living expenses including rent, hotel lodging, food, utility bills, vehicle expenses, parking, medical insurance premiums, etc.

7. PROGRAM REQUIRMENTS

7.1 Project Management

The Project Management Team under this Agreement for the El Dorado County Superior Court is as follows:

Table 1: Key Court Project Management Team Personnel

Name	Position/Title	Email Address
Hon. Dylan Sullivan	Judge	dsullivan@eldoradocourt.org
Tania Ugrin-Capobianco	Court Executive Officer	tania@eldoradocourt.org
Jackie Davenport	Program Manager	jdavenport@eldoradocourt.org
Susan Sandoval	Accounting Contact	ssandoval@eldoradocourt.org

7.2 Program Training

The Judicial Council will host meetings related to each of the grant categories in the RRF. Court grant program funds may be used for travel expenses for attendance at required meetings.

7.2.1 **Pretrial Programs:** Applicant courts and their PMTs are strongly encouraged to attend an initial Pretrial Summit scheduled for **February 17-18, 2015**, in San Francisco. Applicant courts that are awarded a pretrial program grant may use RRF grant funding for expenses associated with attendance. Because courts will not receive the notice of intent to award until after the Summit, applicant courts that are not awarded a pretrial program grant will be reimbursed by the Judicial Council for the expenses associated with attendance at the Pretrial Summit.

7.2.2 **Collaborative court programs:** Courts awarded grants for collaborative court programs are required to attend, with their PMT, either (1) a meeting that will be scheduled for fall 2015, or (2) the California Association of Collaborative Courts (CACC) Training on April 23-24, 2015.

- Please see <http://www.ca2c.org/2015-conf-col-crts-strat-now-future/> for additional details on the CACC training opportunity.

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to key staff or procedures. A template (Exhibit E, Attachment 8) has been provided.

- (i) **Fiscal Tracking:** Award recipients must track, account for, and report on all funds from the RRF Court Grant Program separately from all other funds used for the same or similar purposes or programs. RRF court grant program funds may be used in conjunction with other funding as necessary to complete projects; however, tracking and reporting of these funds must be separate. Accordingly, the accounting systems of award recipients must ensure that funds from the RRF court grant program are not commingled with funds from any other source.
- (ii) **Supporting Documentation:** Award recipients must maintain supporting documentation (e.g., timesheets, invoices, contracts, etc.) used to compile reports, and to provide copies of this supporting documentation to the Judicial Council, if requested.
- (iii) *Quarterly Grant Administration & Tracking Reports* are due no later than 30 days following the end of each **Period of Performance**, as defined in this Exhibit.

8.2.2 **Quarterly Program Evaluation, Data and Data Collection Reports**

- (i) Grant recipients must adhere to quarterly data collection and reporting requirements as outlined by the Judicial Council.
 - a. Criminal Justice Services (CJS) will provide data collection tools, reporting templates, and instructions for submitting data using the Judicial Council's secure file transfer protocol (FTP) site, where necessary.
 - b. CJS will provide data collection technical assistance and will work with funded programs to ensure that data can be collected and reported to the Judicial Council.
 - c. CJS reserves the right to revise data elements as the project proceeds. Any revisions will be communicated to the court's project management team.
- (ii) Awardees must report program process data as well as aggregate level outcome data. Depending on program type, size, and data collection capacity, participant (i.e., individual) level data may be required. Courts must submit required data and participate in data quality conference calls. Required data elements will differ depending on the program type (i.e., collaborative court, pretrial program).
- (iii) *Quarterly Program Evaluation, Data and Data Collection Reports* are due no later than 30 days following the end of each **Period of Performance**.

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- 9.4 Provides on-going status reports to Judicial Council Project Manager;
- 9.5 Manages, prepares, and refines the Contract's end results;
- 9.6 Proactively assists with resolution of issues with any aspect of the Work;
- 9.7 Proactively anticipates Program deviations and is responsible for taking immediate corrective action;
- 9.8 Works with Judicial Council Project Manager to manage and coordinate work and knowledge transfer; and
- 9.9 Responsible for management of Program budget within constraints of Work requirements.

10. **AUTHORITY AND APPROVAL**

The Court is not authorized to make final and binding decisions or approvals on behalf of the Judicial Council. As required in this Agreement, the Court will obtain the necessary approvals from the **Judicial Council Project Manager** and/or the **Judicial Council Business Services Manager** as may be required.

END OF EXHIBIT

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BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For the program start up year 25% FTE Court Clerk/Pretrial Program Coordinator will be dedicated with the primary role in administering the pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision insurance, Long Term Disability insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Pretrial summit February 17-18, 2015 with attendance by Judge and Court Operations Manager.

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

Probation:

For the program start up costs the El Dorado County Probation will dedicate 1 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. The DPO salary and benefits are estimated based on current costs and calculated as full time during the start up phase for planning meetings and development of program.

Public Defender

El Dorado County Public Defender will dedicate 5% FTE Deputy Public Defender. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules

Justice partner staff will attend the Pretrial Summit February 17-18, 2015.

Probation, District Attorney, Public Defender, Health and Human Services and community based service providers will participate in meetings during the start up phase for development of program standards, policies, and data matrices for the pretrial program.

Indirect Costs

Court Fiscal Supervisor, Accountant, IS System Analyst and Assistant Court Executive Officer will support the program. Fiscal Supervisor and Accountant will prepare financial documentation from court staff and consultants/contracts and submit requests for reimbursement. IS System Analyst will develop system to collect the identified data points and export to reports to meet program data collection requirements. The Court Executive Officer will provide oversight to the

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CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Probation	1. 1 FTE Deputy Probation Officer 2. Risk Assessment Tool (Northpointe) user license and share of annual maintenance fee 3. Drug testing with Redwood Toxicology oral and presumptive positive testing 4. Electronic Monitoring and continuous alcohol monitoring devices 5. Electronic Reminder System (i.e. OffenderLink)	1. Salary and benefits \$131,250 2. User licenses \$ 2,500 3. \$7,800 (1 test per week for 25 offenders approximately 1,300 tests per year, \$6 per test) 4. \$40,250 5. \$45,488	\$227,288
Community Partner Service Providers	Alcohol and Drug First Year: 5 clients 1. Duties: assessments, referrals, and outpatient treatment services 2. Duties: residential treatment services (30 days) 3. Duties: transitional housing services Mental Health First Year: 5 clients (approximately 13 sessions) 4. Duties: outpatient mental health treatment services	Alcohol and Drug First Year: 5 clients 1. \$2,358 per client x 5 = \$11,790 2. \$2,400 per client x 1 = \$2,400 3. \$600 per client x 1 x 3 months = \$1,800 Mental Health First Year: 5 clients (Approximately 13 sessions) 4. \$876 per client x 5 = \$4,380	\$20,370
District Attorney	1. 5% Victim Witness Advocate 2. 5% Legal Secretary	1. Salary & benefits \$4,044 (FTE \$80,869.95 x .05FTE) 2. Salary & benefits \$3,681 (FTE \$73,615.50 x .05FTE)	\$7,725
Public Defender	1. 5% FTE Deputy Public Defender	1. Salary & benefits \$10,259 (FTE \$205,180.50 x .05FTE)	\$10,259
Health & Human Services Agency	In kind contribution		\$0
			\$
			\$
			\$
Consultants Total			\$265,642

INDIRECT COSTS
 (refer to RFP Section 6.4.1)

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BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For ongoing support of the program 15% FTE Court Clerk/Pretrial Program Coordinator will be dedicated with the primary role in administering the pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision Insurance, Long Term Disability Insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

Probation:

For the ongoing costs the El Dorado County Probation will dedicate 1 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. Salary and benefits are based on current salary/benefit schedules calculated based on percentage of FTE with a 5% increase. Probation will use an existing assessment tool that is validated for this population to assess general risk and needs by purchase of additional user licenses. The user license costs are estimated based on current vendor pricing for this assessment tool. Probation will continue contracts for additional assessment products to address assessment gaps beyond general risk/needs. The costs for additional assessment products are estimated based on current assessment tool contracts. Redwood Toxicology contract will be utilized to serve the pretrial supervision population and provide drug testing with oral swab and presumptive positive testing. Electronic monitoring and Electronic Reminder System contracts will be utilized to include the pretrial supervision population. Estimates for drug testing and electronic monitoring and electronic reminder systems are based on current contracts.

Contracts with community based service providers:

The Court will contract with Alcohol and Drug community partner services providers for assessments, referrals, and outpatient treatment services, residential treatment services and transitional housing services. Estimates for contract services are based on current justice partner contracts with providers per client.

District Attorney

El Dorado County District Attorney will dedicate 5% Victim Witness Advocate to provide notice and assistance to victims and 5% Legal Secretary for clerical support and support to the DDA. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules.

Public Defender

El Dorado County Public Defender will dedicate 5% FTE Deputy Public Defender. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules

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Recidivism Reduction Fund Court Grant Program
 Cost Proposal and Narrative/ Justification

Year 3 (July 1, 2016 to April 30, 2017)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
1. Court Clerk IV/Pretrial Program Coordinator	15% FTE \$4,368 x .15 FTE for 10 mos.	\$6,552
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
Personnel Total		\$6,552

B. Fringe Benefits (list the benefit percent below)

Name/Position	Medical %	Dental %	Retirement %	Life Insurance %	Social Sec/Medicare %	Other (please describe) %	Total benefit Rate %	Cost
1. Court Clerk/Pretrial Program Coordinator	36.71%	.08%	19.05%	.17%	1.45%	4.20%	61.66%	\$4,040
2.								\$
3.								\$
4.								\$
5.								\$
6.								\$
7.								\$
8.								\$
Benefits Total								\$4,040

Personnel & Fringe Benefits Total		\$
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CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Probation	1. 1 FTE Deputy Probation Officer 2. Risk Assessment Tool (Northpointe) user license and share of annual maintenance fee 3. Drug testing with Redwood Toxicology oral and presumptive positive testing 4. Electronic Monitoring and continuous alcohol monitoring devices 5. Electronic Reminder System (i.e. OffenderLink)	1. Salary & benefits \$114,844 (\$137,813 x 10 months) 2. User licenses \$ 2,500 3. \$7,800 (1 test per week for 30 offenders approximately 1,300 tests for 10 months, \$6 per test) 4. \$40,000 5. \$42,500	\$207,644
Community Partner Services Providers	Alcohol and Drug Second Year: 10 clients 1. Duties: assessments, referrals, and outpatient treatment services 2. Duties: residential treatment services (30 days) 3. Duties: transitional housing services Mental Health Second Year: 10 clients (approximately 13 sessions) 4. Duties outpatient mental health treatment services	Alcohol and Drug Second Year: 10 clients 1. \$2,358 per client x 10 = \$23,580 2. \$2,400 per client x 2 = \$4,800 3. \$600 per client x 2 x 3 months = \$3,600 Mental Health Second Year: 10 clients (approximately 13 sessions) 4. \$876 per client x 10 = \$8,760	\$40,740
District Attorney	1. 5% Victim Witness Advocate 2. 5% Legal Secretary	1. Salary & benefits \$3,538 (FTE \$84,913.45 x .05FTE x 10 months) 2. Salary & benefits \$3,221 (FTE \$77,296.28 x .05FTE x 10 months)	\$6,759
Public Defender	1. 5% FTE Deputy Public Defender	1. Salary & benefits \$8,977 (FTE \$215,439.52 x .05FTE x 10 months)	\$8,977
			\$
			\$
			\$
			\$
Consultants Total			\$264,120

Judicial Council of California Standard Agreement
Contract No. 1030020 with the Superior Court of California,
County of El Dorado

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For ongoing support of the program 15% FTE Court Clerk/Pretrial Program Coordinator will be dedicated with a primary role in administering the Pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision insurance, Long Term Disability insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

For year 3 of the Pretrial Supervision program, each of our justice partners and community based contract service providers will continue to dedicate staff and services as noted in the program start up year budget justification and year 2 of the program. The estimated and calculated costs are as follows:

Probation:

For the ongoing costs the El Dorado County Probation will dedicate 1 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. Salary and benefits are based on current salary/benefit schedules calculated based on percentage of FTE with a 5% increase. Probation will use an existing assessment tool that is validated for this population to assess general risk and needs by purchase of additional user licenses. The user license costs are estimated based on current vendor pricing for this assessment tool. Probation will continue contracts for additional assessment products to address assessment gaps beyond general risk/needs. The costs for additional assessment products are estimated based on current assessment tool contracts. Redwood Toxicology contract will be utilized to serve the pretrial supervision population and provide drug testing with oral swab and presumptive positive testing. Electronic monitoring and Electronic Reminder System contracts will be utilized to include the pretrial supervision population. Estimates for drug testing and electronic monitoring and electronic reminder systems are based on current contracts.

Contracts with community based service providers:

The Court will contract with Alcohol and Drug community partner services providers for assessments, referrals, and outpatient treatment services, residential treatment services and transitional housing services. Estimates for contract services are based on current HHSA contracts with providers per client.

District Attorney

El Dorado County District Attorney will dedicate 5% FTE Victim Witness Advocate and 5% Legal Secretary for notification and assistance to victims, administration of program and assistance to DDA. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules with a 5% increase.

Judicial Council of California Standard Agreement
Contract No. **1030020** with the Superior Court of California,
County of El Dorado

EXHIBIT E
ATTACHMENT 2

RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
ACCEPTANCE AND SIGN-OFF FORM

[NOTE: This is a fillable online form for Judicial Council internal use only. Use the Tab key to navigate forward and print to sign.]

Court Name and Description of Work provided by Court: Date submitted: / / (mm/dd/yyyy)

Work is:

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

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

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

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted. Work is unacceptable as noted above.

Project Manager's Name:

Signature: _____ Date: _____

END OF ATTACHMENT

Judicial Council of California Standard Agreement
 Contract No. 1030020 with the Superior Court of California,
 County of El Dorado

EXHIBIT E
ATTACHMENT 4
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM

INVOICE – FORM # 1
PROGRAM START-UP COSTS

YEAR-1 (FY 2014-15): APRIL 1, 2015 – JUNE 30, 2015

REMITTANCE: SUPERIOR COURT OF CALIFORNIA COUNTY OF
 ADDRESS:

BILL TO JUDICIAL COUNCIL OF CALIFORNIA
 ADDRESS: Shelley Curran, Judicial Council Project Manager
 Criminal Justice Services
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102-3688

PROGRAM NAME: RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM

Date of Invoice: / /	Invoice Number:
Judicial Council Contract Number:	Contract Execution Date: / /

Deliverable No.	Firm-Fixed Amount	Deliverable	Deliverable & Invoice Due Date
Y1-1	\$	Program Start-Up Costs Report [For the Year-1/Initial Term]	No later than April 30, 2015

I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the contract.

Authorized Signature (blue ink):	For Judicial Council Grant Accounting use Only
Title: Court Accounting Manager	PROGRAM:
Date: / /	INVOICE DATE: / / (mm/dd/yyyy)
	INVOICE AMOUNT:
Accounting Contact Person:	INVOICE #:
Phone Number:	CONTRACT #:
Facsimile Number:	Judicial Council Project Manager Signature (blue ink):
E-mail Address:	
	DATE:

END OF ATTACHMENT

Judicial Council of California Standard Agreement
 Contract No. 1030020 with the Superior Court of California,
 County of El Dorado

EXHIBIT E
ATTACHMENT 6
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
INVOICE – FORM # 3-A
COURT REQUEST FOR ADVANCE PAYMENT OF PROGRAM FUNDS
YEAR-2 (FY2015-16) AND YEAR-3 (FY 2016-17)

REMITTANCE: SUPERIOR COURT OF CALIFORNIA COUNTY OF
ADDRESS:

BILL TO: JUDICIAL COUNCIL OF CALIFORNIA
ADDRESS: Shelley Curran, Judicial Council Project Manager
 Criminal Justice Services
 455 Golden Gate Avenue, 8th Floor
 San Francisco, CA 94102-3688

PROGRAM NAME: RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM

Date of Request: / /	Judicial Council Contract Number:
--------------------------------	------------------------------------------

Fiscal Year	Amount	Reason for Advance Payment	Invoice Due Date
	\$	See revised Year: Budget Detail and Narrative/ Justification, <i>Ongoing Program Operations Costs Report</i> for details. Reference: Exhibit C, Sections 10.3 and 11.2.3	Submit Invoice 3-B (Exhibit E, Attachment 7) to Grant Accounting within 90 days of receipt of Advance Payment.

I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the terms of the contract.

Authorized Signature (blue ink):	For Judicial Council Grant Accounting use Only
Title: Court Accounting Manager	PROGRAM:
Date: / /	INVOICE DATE: / / (mm/dd/yyyy)
	INVOICE AMOUNT:
	INVOICE #:
Accounting Contact Person:	CONTRACT #:
Phone Number:	Judicial Council Project Manager Signature (blue ink):
Facsimile Number:	
E-mail Address:	
	DATE:

END OF ATTACHMENT

Judicial Council of California Standard Agreement
 Contract No. **1030020** with the Superior Court of California,
County of El Dorado

EXHIBIT E
ATTACHMENT 8
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
YEAR-1/ INITIAL TERM EXPENSE REPORT

This Report will document the Year-1/ Initial Term expenditures required by the Court for either the Planning/Implementation Program for Initial Program Development or the Enhancement Program for Ongoing Support and Expansion. This report must be submitted by **July 15, 2015** to describe start-up costs incurred through the initial grant term ending on **June 30, 2015**.

Contract No.: ►		Deliverable No.: ►		Date Report Prepared: ►	/ / (MM/DD/YYYY)
Court Name: ►					
Please provide the following information: ▼					
1) Amount of funds needed by the Court in the Year-1/Initial Term: ►				\$	
2) Description how the Year-1/Initial Term Program funds paid to the Court were utilized: ▼					
3) Itemized list of expenditures: ▼					

END OF ATTACHMENT

Judicial Council of California Standard Agreement
Contract No. **1030020** with the Superior Court of California,
County of El Dorado

EXHIBIT E
ATTACHMENT 11

RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
CONTACT INFORMATION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO

Tania Ugrin-Capobianco, Court Executive Officer

2850 Fairlane Court, Suite 110
Placerville, CA 95667
Telephone: 530-621-5155
Email: tania@eldoradocourt.org

JUDICIAL COUNCIL OF CALIFORNIA

Shelley Curran, Project Manager

Criminal Justice Services
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688
Phone: 415-865-4013
Email: shelley.curran@jud.ca.gov

Sandy Hollandsworth, Grant Accountant

Grant Accounting
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688
Phone: (415) 865-7950
Email: sandy.hollandsworth@jud.ca.gov

Stephen Saddler, Manager

Business Services
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688
Phone: (415) 865-7989
Email: stephen.saddler@jud.ca.gov

END OF ATTACHMENT

Judicial Council of California Standard Agreement
Contract No. **1030020** with the Superior Court of California,
County of El Dorado

EXHIBIT E
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
FORMS

Attached to this Exhibit E are the following forms:

- | | | |
|---------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| Attachment 1 | Budget Detail and Narrative/Justification | |
| Year-1 | Program Start-Up Costs Report (April 1, 2015 – June 30, 2015) | |
| Year-2 | Ongoing Program Operations Costs Report (July 1, 2015 – June 30, 2016) | |
| Year-3 | Ongoing Program Operations Costs Report (July 1, 2016 – April 30, 2017) | |
| Attachment 2 | Acceptance and Sign-Off Form | |
| Attachment 3 | Acceptance Criteria | |
| Attachment 4 | Invoice – Form # 1 | Program Start-Up Costs |
| Attachment 5 | Invoice – Form # 2 | Ongoing Program Operations Costs, Request for Reimbursement |
| Attachment 6 | Invoice – Form # 3-A | Court Request for Advance Payment of Program Funds |
| Attachment 7 | Invoice – Form # 3-B | Court Reconciliation of Advance Payment of Funds and Related Program Expenditures |
| Attachment 8 | Year-1/ Initial Term Expense Report | |
| Attachment 9 | <i>Quarterly Grant Administration & Tracking Report</i> | |
| Attachment 10 | <i>Quarterly Program Evaluation, Data and Data Collection Report</i> | |
| Attachment 11 | Contact Information | |

Fillable report and invoice forms are accessible to the Court for download and completion at the following location:

<http://www.courts.ca.gov/RecidivismReduction.htm>

END OF EXHIBIT

OPERATING EXPENSES

C. Travel (Include location, number of travelers, hotel, meals, transportation, etc. Include costs for travel to Judicial Council as per RFP Section 3.2)

Purpose of Travel	Item	Computation	Cost
San Francisco Pretrial Summit	Registration		\$
	Hotel	\$140+tax & fees 1 night x 2 people	\$283.29
	Per Diem	Meals & incidentals x 1 night x 2 people	\$74
	Transportation	Parking / Tolls / Train	\$136.22
	Mileage	\$.575 x per mile x 2 vehicles	\$164.46
			\$
		Travel Total	\$657.97

D. Equipment (non-expendable)

Item	Computation	Cost
		\$
		\$
		\$
	Equipment Total	\$

E. Supplies (items such as office supplies, training materials)

Item	Computation	Cost
		\$
		\$
		\$
		\$
		\$
	Supplies Total	\$

F. Other Costs (items such as incentives, non-contracted costs)

Description	Computation	Cost
		\$
		\$
		\$
		\$
		\$
	Other Costs Total	\$
	Operating Expense Total	\$657.97

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For the program start up year 25% FTE Court Clerk/Pretrial Program Coordinator, 11% FTE Court Operations Manager will be dedicated with the primary role in administering the pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision insurance, Long Term Disability insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Pretrial summit February 17-18, 2015 with attendance by Judge and Court Operations Manager.

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

Probation:

For the program start up costs the El Dorado County Probation will dedicate .05 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. The DPO salary and benefits are estimated based on current costs and calculated as full time during the start up phase for planning meetings and development of program.

District Attorney

El Dorado County District Attorney will dedicate .20% FTE Deputy District Attorney. Estimated costs are calculated based on percentage of FTE and current salary and benefits schedule

Public Defender

El Dorado County Public Defender will dedicate 5% FTE Deputy Public Defender. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules

Justice partner staff will attend the Pretrial Summit February 17-18, 2015.

Probation, District Attorney, Public Defender, Health and Human Services and community based service providers will participate in meetings during the start up phase for development of program standards, policies, and data matrices for the pretrial program.

Redwood Toxicology will provide supplies for Oral and presumptive positive testing of individuals released on pretrial supervision.

Judicial Council of California Recidivism Reduction Fund Court Grant Program

CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Probation	<ol style="list-style-type: none"> 1 FTE Deputy Probation Officer Risk Assessment Tool (Northpointe) user license and share of annual maintenance fee Drug testing with Redwood Toxicology oral and presumptive positive testing Electronic Monitoring and continuous alcohol monitoring devices Electronic Reminder System (i.e. OffenderLink) Alcohol & Drug, transitional housing and mental health services 	<ol style="list-style-type: none"> Salary and benefits \$131,250 User licenses \$ 2,500 \$7,800 (1 test per week for 25 offenders approximately 1,300 tests per year, \$6 per test) \$40,250 \$45,488 \$20,370 (AOD outpatient treatment \$2,358 per client; AOD residential treatment \$2,400 per client; transitional housing \$1,800 per client, outpatient mental health treatment \$876 per client) 	\$247,658
District Attorney	<ol style="list-style-type: none"> 10% Legal Secretary 	<ol style="list-style-type: none"> Salary & benefits \$7,362 (FTE \$73,615.50 x .10 FTE) 	\$7,362
Public Defender	<ol style="list-style-type: none"> 5% FTE Deputy Public Defender 	<ol style="list-style-type: none"> Salary & benefits \$10,259 (FTE \$205,180.50 x .05FTE) 	\$10,259
Health & Human Services Agency	In kind contribution		\$0
			\$
			\$
			\$
Consultants Total			\$265,279

INDIRECT COSTS
(refer to RFP Section 6.4.1)

H. Indirect Costs

Description	Computation	Cost
Indirect Costs	20% of salaries and benefits funded by this grant	\$2,561
		\$
		\$

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For ongoing support of the program 15.7% FTE Court Clerk/Pretrial Program Coordinator will be dedicated with the primary role in administering the pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision insurance, Long Term Disability insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

Probation:

For the ongoing costs the El Dorado County Probation will dedicate 1 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. Salary and benefits are based on current salary/benefit schedules calculated based on percentage of FTE with a 5% increase. Probation will use an existing assessment tool that is validated for this population to assess general risk and needs by purchase of additional user licenses. The user license costs are estimated based on current vendor pricing for this assessment tool. Probation will continue contracts for additional assessment products to address assessment gaps beyond general risk/needs. The costs for additional assessment products are estimated based on current assessment tool contracts. Redwood Toxicology contract will be utilized to serve the pretrial supervision population and provide drug testing with oral swab and presumptive positive testing. Electronic monitoring and Electronic Reminder System contracts will be utilized to include the pretrial supervision population. Estimates for drug testing and electronic monitoring and electronic reminder systems are based on current contracts. Probation will contract with Alcohol and Drug community partner services providers for assessments, referrals, and outpatient treatment services, residential treatment services and transitional housing services. Estimates for contract services are based on current justice partner contracts with providers per client.

District Attorney

El Dorado County District Attorney will dedicate 10% Legal Secretary for clerical support and support to the DDA. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules.

Public Defender

El Dorado County Public Defender will dedicate 5% FTE Deputy Public Defender. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules

Judicial Council of California Recidivism Reduction Fund Court Grant Program

**Recidivism Reduction Fund Court Grant Program
Cost Proposal and Narrative/ Justification**

Year 3 (July 1, 2016 to April 30, 2017)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
1. Court Clerk IV/Pretrial Program Coordinator	15% FTE \$4,368 x .15 FTE for 10 mos.	\$6,552
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
Personnel Total		\$6,552

B. Fringe Benefits (list the benefit percent below)

Name/Position	Medical %	Dental %	Retirement %	Life Insurance %	Social Sec/ Medicare %	Other (please describe) %	Total benefit Rate %	Cost
1. Court Clerk/Pretrial Program Coordinator	36.71%	.08%	19.05%	.17%	1.45%	4.20%	61.66%	\$4,040
2.								\$
3.								\$
4.								\$
5.								\$
6.								\$
7.								\$
8.								\$
Benefits Total								\$4,040

Personnel & Fringe Benefits Total							\$
----------------------------------------------	--	--	--	--	--	--	-----------

CONSULTANTS/CONTRACTORS

G. Consultants/Contractors (includes local justice system partners staff costs)

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Probation	1. 1 FTE Deputy Probation Officer 2. Risk Assessment Tool (Northpointe) user license and share of annual maintenance fee 3. Drug testing with Redwood Toxicology oral and presumptive positive testing 4. Electronic Monitoring and continuous alcohol monitoring devices 5. Electronic Reminder System (i.e. OffenderLink) 6. Alcohol & Drug, transitional housing and mental health services	1. Salary & benefits \$114,844 (\$137,813 x 10 months) 2. User licenses \$ 2,500 3. \$7,800 (1 test per week for 30 offenders approximately 1,300 tests for 10 months, \$6 per test) 4. \$40,000 5. \$42,500 6. \$40,740 (AOD outpatient treatment \$2,358 per client; AOD residential treatment \$2,400 per client; transitional housing \$1,800 per client, outpatient mental health treatment \$876 per client)	\$248,384
District Attorney	1..10% Legal Secretary	1. Salary & benefits \$6,441 (FTE \$77,296.28 x .10 FTE x 10 months)	\$6,441
Public Defender	1. 5% FTE Deputy Public Defender	1. Salary & benefits \$8,977 (FTE \$215,439.52 x .05FTE x 10 months)	\$8,977
			\$
			\$
			\$
			\$
Consultants Total			\$263,802

INDIRECT COSTS
(refer to RFP Section 6.4.1)

H. Indirect Costs		Cost
Description	Computation	Cost
Indirect Costs	20% of salaries and benefits funded by this grant	\$2,118
		\$
		\$
Indirect Costs Total		\$2,118

BUDGET JUSTIFICATION/NARRATIVE

Personnel & Fringe Benefits

For ongoing support of the program 15% FTE Court Clerk/Pretrial Program Coordinator will be dedicated with a primary role in administering the Pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrices and collection sources. The Court Clerk/Pretrial Program Coordinator salary is estimated based on compensation comparison and average benefit costs. Other Fringe Benefits include Vision insurance, Long Term Disability insurance, Employee Assistance Program, 1% Retiree Health Set-Aside, Workers Compensation, and Unemployment Insurance.

Travel

Equipment

Supplies

Other Operating Costs

Consultants/Contracts

For year 3 of the Pretrial Supervision program, each of our justice partners and community based contract service providers will continue to dedicate staff and services as noted in the program start up year budget justification and year 2 of the program. The estimated and calculated costs are as follows:

Probation:

For the ongoing costs the El Dorado County Probation will dedicate 1 FTE Deputy Probation Officers (DPO) to provide assessment of risk level and type of risk, recommendation to the court, supervision, services and reporting. Salary and benefits are based on current salary/benefit schedules calculated based on percentage of FTE with a 5% increase. Probation will use an existing assessment tool that is validated for this population to assess general risk and needs by purchase of additional user licenses. The user license costs are estimated based on current vendor pricing for this assessment tool. Probation will continue contracts for additional assessment products to address assessment gaps beyond general risk/needs. The costs for additional assessment products are estimated based on current assessment tool contracts. Redwood Toxicology contract will be utilized to serve the pretrial supervision population and provide drug testing with oral swab and presumptive positive testing. Electronic monitoring and Electronic Reminder System contracts will be utilized to include the pretrial supervision population. Estimates for drug testing and electronic monitoring and electronic reminder systems are based on current contracts. Probation will contract with Alcohol and Drug community partner services providers for assessments, referrals, and outpatient treatment services, residential treatment services and transitional housing services. Estimates for contract services are based on current HHSA contracts with providers per client.

District Attorney

El Dorado County District Attorney will dedicate 10% Legal Secretary for administration of program and assistance to DDA. Estimated costs are calculated based on percentage of FTE and current salary and benefit schedules with a 5% increase.

Judicial Council of California Recidivism Reduction Fund Court Grant Program