

#259-M1610

**Memorandum of Understanding
Between
The EI Dorado County Probation Department
And
Superior Court of California
County of EI Dorado
Regarding Collaborative Justice Courts Substance Abuse Focus Grant Program
(SAFG)**

This Memorandum of Understanding #259-M1610 (“Agreement” or “MOU”) is entered into by and between the EI Dorado County Probation Department (hereinafter referred to as "Probation") and the Superior Court of California, County of El Dorado (hereinafter referred to as "Court"). This MOU sets forth each agency's role and responsibility as it relates to the Fiscal Year 2015-2016 Collaborative Justice Courts Substance Abuse Focus Grant Program (SAFG) for continuous alcohol monitoring for DUI court offenders and Drug Court offenders.

WHEREAS, Court is to receive from the Judicial Council of California funding for the Collaborative Justice Court Substance Abuse Focus Grant Program (Program) under the terms and conditions of Contract No. 1031075 (the “Contract”);

WHEREAS, Court desires to subcontract with Probation, subject to the authorization of the County of El Dorado, for Probation to provide to Court services necessary to complete the Program objectives;

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 Probation mutually agree as follows:

- 1. Scope of Services:** Consistent with the terms and conditions of the Contract and this Agreement, Probation agrees to provide DUI Court offenders, Drug Court offenders, Behavioral Health Court offenders and Adult Domestic Violence Court offenders continuous alcohol monitoring, presumptive urine testing, saliva testing, presumptive saliva testing, and testing through other technologies, to monitor offenders compliance on a more frequent schedule to foster program compliance, and to assist the Court Program Manager, as requested by the Court Program Manager, to comply with responsibilities under the Contract. The Court Program Manager is Jackie Davenport or designee.

2. **Term:** This Agreement is effective July 1, 2015, through November 30, 2016. Either party may terminate this MOU by providing written notice of intent to terminate to the other party at least thirty (30) days before the termination date. In addition and upon notice to Probation, Court may terminate this Agreement 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.
3. **Reporting:** Probation agrees to provide data relevant to the deliverables in a timely manner and as outlined in the Contract and Attachment A to this Agreement or as otherwise requested by the Court Program Manager so Court can meet its reporting obligations to the Judicial Council.
4. **Compensation for Services:** The total amount of this Agreement shall not exceed \$16,745.00.

Probation shall submit invoices to Court monthly with documentation acceptable to Court to supporting actual costs billed. Such documentation to be provided to Court monthly includes:

- a. Copies of vendor invoices for alcohol monitoring services;
- b. Adequate backup documentation with invoices that substantiate expenses claimed; and
- c. Such additional information as Court may require from Probation to comply with the terms of the Contract.

Subject to compliance with the requirements and not-to-exceed limit of this section 4, Court shall reimburse Probation for actual costs incurred following Court's receipt of SAFG funds from the Judicial Council and after submission to and acceptance by the Judicial Council of required reports identified in the Contract and Attachment A – Deliverables of this Agreement.

5. General Provisions

- a. Entire Agreement. This MOU 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.
- 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. Independent Contractor. Each party will be, and is, an independent contractor, and is not an employee or agent of the other party, and neither party nor any person engaged by a party to perform the services described herein is covered by any employee benefit plans provided to the employee of the other party. 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. Each party 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 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 Probation Department
Shingle Springs Main Office
3974 Durock Road, Ste. 205
Shingle Springs, CA 95682
Attn: Chief Probation Officer

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

- j. California State Auditor. This Agreement is subject to examination and audit by the State Auditor for a period of three years after final payment.

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Chairman
Board of Supervisors
"County"

ATTEST:
_____, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk
//

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

By: _____
Suzanne N. Kingsbury
Presiding Judge Superior Court

By: _____
Tania Ugrin-Capobianco
Court Executive Officer

El Dorado County Probation Department

By: _____
Brian Richart
Chief Probation Officer
Contract Administrator

**Attachment A
Deliverables**

Probation is required to provide the following deliverables to Court by the Due Date for submission to, and approval by, the Judicial Council:

Deliverable	Due Date	Firm Fixed Price per Deliverable
<p style="text-align: center;">FIRST DELIVERABLE:</p> <p>For each collaborative justice court program type receiving these grant funds, submit a Progress Report which contains the following:</p> <ul style="list-style-type: none"> a. Indicate whether the collaborative justice court program uses a pre-admission/pre-plea model, post-admission/post-plea model, uses a model developed for noncriminal cases, or is education-only; b. Collaborative justice court program capacity (maximum number of participants the program can serve <u>or</u> maximum number of educational events that an education-only program can deliver), if applicable; c. Number of participants currently in the collaborative justice court, if applicable; d. The challenges keeping the collaborative justice court program from being at or near capacity, if applicable. 	February 29, 2016	One-half of grant award amount.

Deliverable	Due Date	Firm Fixed Price per Deliverable
<p style="text-align: center;">SECOND DELIVERABLE:</p> <p>For grant period July 1, 2015 to June 30, 2016, submit a Final Report that includes the following statistical information as applicable:</p> <ul style="list-style-type: none"> a. Total number of court users served through this grant or number of attendees for education-only programs; b. Number of successful completions; c. Number of unsuccessful terminations; d. Number of high school graduations or GED completions during the grant period; e. Number of participants who had their children returned to their home by the court, if applicable. f. Has this program experienced any changes as a result of criminal justice realignment? If so, what changes have occurred? 	<p>July 29, 2016</p>	<p>One-half of grant award amount.</p>

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET (rev 11-14)

AGREEMENT NUMBER 1031075
FEDERAL EMPLOYER ID NUMBER ON FILE

1. In this agreement (the "Agreement"), the term "Contractor" refers to Superior Court of California, County of El Dorado, and the term "Judicial Council" refers to the Judicial Council of California.


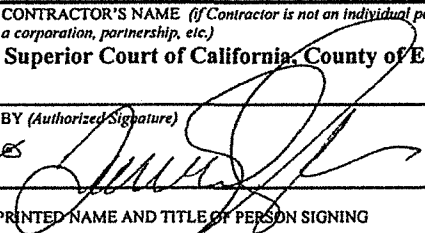
2. This Agreement becomes effective as of **July 1, 2015** (the "Effective Date") and expires on **August 31, 2016**.

3. The title of this Agreement is: **Collaborative Justice Courts Substance Abuse Focus Grant Program** in accordance with the *Collaborative Justice Project: Grant Funding Allocations for Fiscal Year 2015-2016*.
 The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

4. The maximum amount that the Judicial Council of California may pay Contractor under this Agreement is **\$16,745.00**

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, B, C, D and E.

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Payment Provisions
- Exhibit D – Work to be Performed
- Exhibit E – Forms

Judicial Council's SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> Superior Court of California, County of El Dorado
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i>  10/28/15
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Bacurin Supervising Contract Specialist, Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING Ms. Tania Ugrin-Capobianco, Court Executive Officer
ADDRESS Attn: Finance Business Services 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Ms. Tania Ugrin-Capobianco Superior Court of California, County of El Dorado 2850 Fairlane Court, Suite 110 Placerville, CA 95667

**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

Either party may terminate this Agreement if the other party materially breaches a provision of this Agreement, and such breach is not cured within 30 days of written notice given by the party seeking to terminate. If the Agreement is terminated by the Judicial Council, the Judicial Council may proceed with the Work in any manner it deems proper, and the Judicial Council will be relieved of the payment of any consideration to the Court. The cost to the Judicial Council to perform this Agreement shall be deducted from any sum due the Court under this Agreement, and the balance, if any, shall be paid to the Court upon demand to the extent Work has been performed and is deemed acceptable under the terms and conditions of this Agreement.

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 the performance of services under this Agreement.

5. VALIDITY OF ALTERATIONS

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

6. CONSIDERATION

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

END OF EXHIBIT

**EXHIBIT B
SPECIAL PROVISIONS**

1. DEFINITIONS

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

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

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Contract No. 1031075 with Superior Court of California, County of El Dorado

- G. The “Contract” or “Contract Documents” constitute the entire integrated Agreement between the Judicial Council and the Contractor, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Agreement.”
- H. “Contract Amount” means the total amount of the Grant encumbered under this Agreement for any reimbursement by the Judicial Council to the Court for performance of the Work, in accordance with the Contract Documents.
- I. The “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.
- J. “Court Model” refers to one (1) of the possible types of collaborative justice courts, as further set forth in *Exhibit D, Work to be Performed*, that are acceptable as part of the Program, if approved and funded by the Judicial Council under this Agreement.
- K. “Data” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- L. “Day” means calendar day, unless otherwise specified.
- M. “Deliverable(s)” or “Submittal(s)” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the Judicial Council for acceptance.
- N. “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:
- i. Acts of God or the public enemy;
 - ii. Fire or other casualty for which a party is not responsible;
 - iii. Quarantine or epidemic;
 - iv. Strike or defensive lockout;
 - v. Unusually severe weather conditions; and,
 - vi. War and terrorist attacks.
- O. “Grant” means the amount available from the local assistance funding of the *Collaborative Justice Project: Grant Funding Allocations for Fiscal Year 2015-2016*. Funding authorization for the Collaborative Justice Project Substance Abuse Focus Grant is based on a legislative mandate for the California Collaborative and Drug Court Projects as referenced in the Budget Act of 2015 [item 0250-101-0001, Budget Act of 2015 (Stats. 2015, ch.10, § 45.55.020)].

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

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- Y. "Suspend Work Order" means the written Notice, delivered in accordance with this Agreement, by which the Judicial Council may require the Court to suspend all, or any part, of the Work of this Agreement, for the period set forth in the Suspend Work Order. The Suspend Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Suspend Work provision in this *Exhibit B*.
- Z. "Task(s)" means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the Judicial Council.
- AA. "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, which is not a party to this Agreement.
- BB. "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 Contractor 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. TERMINATION OTHER THAN FOR CAUSE

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

4. JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

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Agreement in whole or in part. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or default.

Notwithstanding the above, any termination of this Agreement in whole or in part in accordance with this Section 4 shall be subject to the review and approval by the Judicial Council regarding reduced or limited funding. Such review and analysis shall consider whether portions of the funding can be retained and any termination shall be limited to the extent reasonably necessary given the withdrawn, reduced or limited funding.

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

5. SUSPEND WORK

- A. The 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:
 - i. Cancel the Suspend Work Order; or
 - ii. Terminate the Work covered by the Suspend Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Suspend Work Order issued under this provision is canceled or the period of the Suspend Work Order or any extension thereof expires, the Court shall resume Work. The 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:

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- i. The Suspend Work Order results in an increase in the time required for, or in the Court's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Court asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the 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.
- C. If a Suspend Work Order is not canceled and the Work covered by the Suspend Work Order is terminated in accordance with the Termination Other Than For Cause provision or the 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.
- D. The Judicial Council shall not be liable to the Contractor for loss of profits because of the Suspend Work Order issued under this provision.

6. DEFICIENT PERFORMANCE

Should the 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 plan to the Judicial Council. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (45) days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the Judicial Council shall notify the Court in writing that this Agreement is terminated, in whole or in part.

7. AGREEMENT ADMINISTRATION/COMMUNICATION

- A. Overall, under this Agreement, the Judicial Council Program Manager shall monitor and evaluate the Court's performance. The Judicial Council Program Manager for this Agreement is Nadine Blaschak-Brown. All requests and communications about the Work to be performed under this Agreement shall be made through the Judicial Council Program Manager. Any Notice from the Court to the Judicial Council shall be in writing and shall be delivered as follows:

Judicial Council of California
Nadine Blaschak-Brown, Judicial Council Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- B. Notice to the Court shall be directed in writing to the lead court contact as identified by the court in the grant application:

Superior Court of California, County of El Dorado
Ms. Tania Ugrin-Capobianco, Court Executive Officer

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2850 Fairlane Court, Suite 110
Placerville, CA 95667

8. STANDARD OF PROFESSIONALISM

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

9. ACCEPTANCE OF THE WORK

- A. The Judicial Council Program Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Agreement. Prior to approval of the Work and prior to approval for payment disbursement, the Judicial Council Program Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("Criteria") provided by the Court pursuant to this Agreement:
- i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Court shall provide the Work to the Judicial Council, in accordance with direction from the Judicial Council Program Manager. The Judicial Council shall accept the Work, provided the Court has delivered the Work in accordance with the Criteria. The Judicial Council Program Manager shall use the Acceptance and Sign-off Form, provided as *Attachment 1 of Exhibit E*, to notify the Court of the Work's acceptability.
- D. If the Judicial Council rejects the Work provided, the Judicial Council Program Manager shall submit to the Court a written rejection using Attachment 1, Acceptance and Sign-off Form, describing in detail the failure of the Work as measured against the Criteria. If the Judicial Council rejects the Work, then the Court shall have a period of thirty (30) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the Judicial Council Program Manager requests further change, the Court shall meet with the Judicial Council Program Manager, within ten (10) business days of such request, to discuss changes for the final submission of the Work. The Court shall provide the Work within ten (10) 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.

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F. If agreement cannot be reached between the Judicial Council Program 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*.

10. CLOSE OUT PROCEDURES

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

11. NON-DUPLICATION OF GRANT-FUNDED EXPENDITURES

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

12. NO SUPPLANTATION

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

13. ACCOUNTING SYSTEM REQUIREMENT

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

14. FEDERAL AND STATE RECORD REQUIREMENTS

All records and documentation shall be maintained in accordance with federal and state

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requirements, including but not limited to the provisions of 45CFR92.42 (e) and shall be made available to state or federal personnel for conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

15. RETENTION OF RECORDS

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

16. RIGHT TO AUDIT

A. The Court shall permit all Data and records relating to performance, procedures, and billing to the Judicial Council under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:

- i. The Judicial Council; and
- ii. The California State Auditor.

B. The right of each agency to inspect and/or audit this Agreement is independent of whether or not any other audit or inspection has been performed.

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 or the Court's operation that are designated confidential or which a reasonable person would deem to be confidential shall be protected by the other party from unauthorized use and disclosure, except for disclosure by either party as required by law or court order, provided that such party immediately notifies the other party in writing of such required disclosure and cooperates with the other party, at the other party's reasonable request and expense, in any lawful action to contest or limit the scope of such required 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's Senior Manager, Business Services and Public Information Officer. Notwithstanding the above, internal communications or writings within a Subcontractor's organization and/or between the Court and a given Subcontractor organization making reference to the above terms in quotations shall not require approval by the Judicial Council's Senior Manager, Business Services and Public Information Officer.

22. COPYRIGHTS AND RIGHTS IN DATA

- A. The Judicial Council reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Agreement.
- B. The Court agrees not to copyright any Data produced with funding from this Agreement unless the 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.

23. OWNERSHIP OF RESULTS

- A. Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the Contractor shall provide the Judicial Council with all this Data within thirty (30) Days of the request.
- B. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Contractor shall not publish or

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reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the Judicial Council.

24. PUBLICATIONS

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

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

25. CHANGES AND AMENDMENTS

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Judicial Council Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Judicial Council Program Manager reviews the request, a written decision shall be provided to the Court. Notwithstanding the foregoing, any changes or amendments to the Agreement shall be authorized via execution of an Amendment by both parties.

26. SUBCONTRACTING

- A. The Court shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. The Court shall provide the Judicial Council Program Manager with copies of any memoranda of understanding, subcontracts, purchase orders, or any other Program related agreements, as requested.

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:

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

28. CONFLICT OF INTEREST

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

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

29. NATIONAL LABOR RELATIONS BOARD

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

30. DRUG-FREE WORKPLACE

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

31. NONDISCRIMINATION/NO HARASSMENT CLAUSE

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- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

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.

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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 both parties (and such agreement by the Judicial Council must be by a duly authorized officer of the Judicial Council).

END OF EXHIBIT

**EXHIBIT C
PAYMENT PROVISIONS**

1. CONTRACTUAL AND REGULATORY COMPLIANCE

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

2. CONTRACT AMOUNT

- A. The total amount the Judicial Council may pay to the Court under this Agreement for performing the Work set forth in *Exhibit D, Work to be Performed*, shall be the firm fixed price of \$8,372.50 for Deliverable 1, due February 29, 2016 plus \$8,372.50 for Deliverable 2, due July 29, 2016, the Contract Amount as set forth in this *Exhibit C*. The Court's final invoice must be received by the Judicial Council no later than September 30, 2016.
- B. The Court cannot roll over or carry forward any remaining balance of the Contract Amount.

3. PAYMENT FOR CONTRACT WORK

- A. For performing the Work of this Agreement, the Judicial Council shall compensate the Court at the firm fixed price for the completion and Acceptance of the two (2) Deliverables, as set forth in *Exhibit D, Work to be Performed*, inclusive of all benefits, fees, expenses, overhead, and profits payable to the Court for services rendered to the Judicial Council.
- B. The total actual cost the Judicial Council may reimburse the Court, pursuant to this provision, shall not exceed \$16,745.00.

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4. DIRECT EXPENSES

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.

5. METHOD OF PAYMENT

Upon completion and acceptance of the Deliverable, as set forth in *Exhibit D, Work to be Performed*, the Court shall submit an original invoice, using the *Invoice Template in Exhibit E, Attachment 2*.

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

- i. The Court's name, address, and remittance address, if different from the mailing address.
- ii. The Court's accounting contact person's name, telephone and fax number, and e-mail address.
- iii. The FY 2015-2016 Contract number and Program title, *Collaborative Justice Courts Substance Abuse Focus Grant Program*.
- iv. 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.
- v. The Certification: "I certify under penalty of perjury that the amount billed above is true and correct in accordance with the Contract."

A. The Court shall submit the invoices to:

Judicial Council of California
Nadine Blaschak-Brown, Judicial Council Program Manager
Center for Families, Children & the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688

- B. For payment, the Work must be provided during **July 1, 2015 to August 31, 2016**. Any and all obligations must be liquidated prior to the Court's final Invoice. The Court's final Invoice must be received by the Judicial Council no later than **September 30, 2016**.

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.

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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 pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

8. DISALLOWANCE

If the Court claims or receives payment from the Judicial Council for a service or reimbursement that is later disallowed by the Judicial Council, the Court shall promptly refund the disallowed amount to the Judicial Council upon the Judicial Council's request. At its option, the Judicial Council may offset the amount disallowed from any payment due or that may become due to the Court under this Agreement or any other agreement.

9. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by the Judicial Council shall in no way lessen the liability of the Court to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to *Exhibit D, Work to Be Performed*, shall be rejected and shall be replaced by the Court without delay.

10. JUDICIAL COUNCIL OF CALIFORNIA GRANT ACCOUNTING CONTACT

The Court shall contact the following Judicial Council Grant Accounting contact for any accounting concerns:

Sandy Hollandsworth
Telephone: (415) 865-7950
FAX: (415) 865-4337
Email: sandy.hollandsworth@jud.ca.gov

END OF EXHIBIT

**EXHIBIT D
WORK TO BE PERFORMED**

1. INTRODUCTION

- A. The *Collaborative Justice Courts Substance Abuse Focus Grant Program* is designed to promote innovation in collaborative justice courts developed to address complex community problems that are exacerbated by substance abuse related offenses. The Program is also designed to assist Courts in using drug court principles and substance abuse treatment in the context of collaborative justice courts.
- B. In July 2015, the Judicial Council released the Request for Application and Grant Application ("RFA") entitled "*California Collaborative Justice Courts Project Application for Substance Abuse Focus Program Grant Funding*" to determine Program recipients for the 2015-2016 Fiscal Year. This Agreement is based upon the Court's response to this RFA, as approved by the Judicial Council.

2. COLLABORATIVE JUSTICE COURTS

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

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community-based organizations to increase the availability of services, enhance the Program's effectiveness, and generate local support.

- xi. Emphasize team and individual commitments to cultural competency. Awareness of and responsiveness to diversity and cultural issues help to ensure an attitude of respect within the collaborative justice court setting.

3. STEERING COMMITTEE

Local drug court steering committee(s) will be established to direct the use of Grant funds. Steering Committee members shall represent all key Program partners including the courts, probation, district attorneys, public defenders, law enforcement, treatment providers, and community based organizations, as appropriate.

4. COLLABORATIVE JUSTICE COURT MODELS

- A. Work of the Program will fall under one (1) or more of the following Court Models:

Community Court. This Court Model involves multiple community partners and may include an array of sanctions and services including community restitution projects, onsite job training, drug treatment, and health counseling.

Domestic Violence Court and Juvenile Domestic/Dating Violence Court. These Court Models are dedicated to dealing with felony and/or misdemeanor domestic violence crimes, paying close attention to the victim and assessing the level of danger that an offender may pose. The focus of these Court Models is to address civil issues, such as child welfare, custody, or visitation.

Adult Drug Court and Juvenile Delinquency Drug Court. These Court Models combine intense judicial supervision, comprehensive substance abuse treatment (including detoxification), random and frequent drug testing, incentives and sanctions, clinical case management, and ancillary services. Monitoring and evaluation are critical system components of this Court Model. The overriding goal of the Drug Court Model is abstinence and law-abiding behavior. The Juvenile Delinquency Drug Court Model differs somewhat from the Adult Drug Court Model in that it emphasizes family involvement in treatment. The Juvenile Delinquency Drug Court Model attempts to maintain the rigorous and ongoing supervision used in the adult system, but is often required to take a more flexible approach when responding to the needs of young offenders.

Family Treatment Drug Court. For purposes of this Court Model, a family is defined as a guardian or guardians of at least one (1) child. This Court Model targets families in an effort to keep the guardians out of the criminal justice system and the child out of juvenile dependency court.

Homeless Court. This Court Model deals with a complexity of homelessness issues that require a broad spectrum of services to be available. Such services could include counseling for mental illness, chronic alcoholism, drug addiction, physical disabilities, and chronic health problems.

Juvenile Dependency Drug Court. This Court Model targets the parents of children in the

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child welfare system - usually children seven (7) years old or younger, primarily infants and toddlers - who have been accused of, or admit to, drug or alcohol abuse that is related to child welfare concerns, without necessarily having criminal charges or an already established court order not to drink or take drugs.

Mental Health Court and Juvenile Mental Health Court. Under these Court Models, work is often with clients suffering from various mental health concerns. These Court Models bridge the chasm between the mental health and criminal justice systems. Under these Court Models, referrals may be received from a variety of sources and link the defendant to mental health services.

Balanced and Restorative Justice/Victim Offender Reconciliation. There are three (3) primary goals of this Court Model: community protection, accountability, and competency development. This model focuses on the needs of all the affected parties: victims, offenders, and communities.

Youth Court/Peer Court/Teen Court. These Court Models are alternative approaches to the traditional juvenile justice system. A youth charged with an offense opts to forgo the hearing and sentencing procedures of the juvenile courts and agrees to participate in a sentencing forum with a jury of the youth's peers under the supervision of a judge. The basic principles of these Court Models are that they be youth-focused and youth-driven and that they be designed to empower youths, assisting them to think, make choices, and develop connections with adults.

Other Court Models. Other Court Models proposed by the Court, if approved by the Judicial Council herein, may be permitted under this Program.

5. DELIVERABLES

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

[Remainder of page left blank intentionally]

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 Contract No. 1031075 with Superior Court of California, County of El Dorado

Deliverable	Due Date	Firm Fixed Price per Deliverable
<p style="text-align: center;">FIRST DELIVERABLE:</p> <p>For each collaborative justice court program type receiving these grant funds, submit a Progress Report which contains the following:</p> <ul style="list-style-type: none"> a. Indicate whether the collaborative justice court program uses a pre-admission/pre-plea model, post-admission/post-plea model, uses a model developed for noncriminal cases, or is education-only; b. Collaborative justice court program capacity (maximum number of participants the program can serve <u>or</u> maximum number of educational events that an education-only program can deliver), if applicable; c. Number of participants currently in the collaborative justice court, if applicable; and d. The challenges keeping the collaborative justice court program from being at or near capacity, if applicable. 	February 29, 2016	\$8,372.50
<p style="text-align: center;">SECOND DELIVERABLE:</p> <p>For grant period July 1, 2015 to June 30, 2016, submit a Final Report that includes the following statistical information as applicable:</p> <ul style="list-style-type: none"> a. Total number of court users served through this grant or number of attendees for education-only programs; b. Number of successful completions; c. Number of unsuccessful terminations; d. Number of high school graduations or GED completions during the grant period; e. Number of participants who had their children returned to their home by the court, if applicable; and f. Has this program experienced any changes as a result of criminal justice realignment? If so, what changes have occurred? 	July 29, 2016	\$8,372.50

- B. The Court shall provide two reports based on the following appropriate reporting format: *2015-2016 Collaborative Justice Courts Substance Abuse Focus Grant Program Progress Report* and *2015-2016 Collaborative Justice Courts Substance Abuse Focus Grant Program Final Report*; each form is provided on the website. In

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lieu of completing the paper report form, the Court may elect to complete the reports online; links will be provided upon completion of the fully executed contract.

- C. The Court must submit each deliverable for the period of performance by the due date indicated in Table 1, below.

Table 1: Reporting Schedule

Period of Performance	Report	Due Date
July 1, 2015 to December 31, 2015	Progress Report	February 29, 2016
July 1, 2015 to June 30, 2016	Final Report	July 29, 2016

- D. The purpose of the semiannual statistical reports is to provide the Court and the Judicial Council with an evaluation of Program progress in relation to the Contract. Failure to supply the semiannual report will be considered a default and if this default is not corrected under *Exhibit B, Special Provisions*, paragraph 9, Acceptance of Work, the Judicial Council shall have the right to terminate this Contract as set forth under *Exhibit A, Standard Provisions*, paragraph 2, and distribute the funds to other courts with needs for additional funds.

6. CONTRACTOR RESPONSIBILITIES

The Court Program Manager will have the following responsibilities under this Contract:

- i. Responsible for the end results and for day-to-day Project management;
- ii. Serves as the Court's primary contact;
- iii. Works closely with Judicial Council Program Manager;
- iv. Provides on-going status reports to Judicial Council Program Manager;
- v. Manages, prepares, and refines the Contract's end results;
- vi. Proactively assists with resolution of issues with any aspect of the Work;
- vii. Proactively anticipates Project deviations and is responsible for taking immediate corrective action;
- viii. Works with Judicial Council Program Manager to manage and coordinate work and knowledge transfer; and
- ix. Responsible for management of Project budget within constraints of Work requirements.

7. 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 Business Services Manager as may be required.

END OF EXHIBIT

EXHIBIT E
FORMS

1. Attached to this *Exhibit E* are the following forms:

Attachment 1, Acceptance and Sign-off Form

Attachment 2, Invoice Form

Attachment 3, Contact Information

2. The following forms, incorporated by reference, *2015-2016 Collaborative Justice Courts Substance Abuse Focus Grant Progress Report and 2015-2016 Collaborative Justice Courts Substance Abuse Focus Grant Program Final Report*; each form is provided on the website. They can be requested also from the Judicial Council by sending an email to Nadine Blaschak-Brown at Nadine.Blaschak-Brown@jud.ca.gov. In lieu of completing the paper report form, the Court may elect to complete the reports online; links will be provided upon completion of the fully executed contract.

END OF EXHIBIT

EXHIBIT E
ATTACHMENT 1
ACCEPTANCE AND SIGN-OFF FORM
(To Be Completed By Judicial Council Program Manager)

Description of Work provided by Court:

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.

Name and Title: Nadine Blaschak-Brown, Judicial Council Program Manager

Signature: _____

Date: _____

END OF ATTACHMENT

Judicial Council of California Standard Agreement
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**EXHIBIT E
 ATTACHMENT 2
 INVOICE FORM**

REMITTANCE: Superior Court of California
 ADDRESS: County of El Dorado
 2850 Fairlane Court, Suite 110
 Placerville, CA 95667

ADDRESS: BILL TO Judicial Council of California
 Nadine Blaschak-Brown, Judicial Council Program Manager
 CFCC, 6th Floor
 455 Golden Gate Avenue
 San Francisco, CA 94102-3688

PROGRAM NAME: _____

Date of Invoice:	Invoice Number:
Judicial Council Contract Number: 1031075	Final Invoice (circle one) Yes No

Circle applicable deliverable(s) for payment:

Deliverable #	Fixed Amount	Deliverable Description
1	\$8,372.50	Progress Report due February 29, 2016
2	\$8,372.50	Final Report due July 29, 2016

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:
	INVOICE AMOUNT:
	INVOICE #:
Accounting Contact Person:	CONTRACT #:
Phone Number:	Judicial Council Program Manager Signature (blue ink):
Facsimile Number:	
E-mail Address:	
	DATE:

END OF ATTACHMENT

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**EXHIBIT E
ATTACHMENT 3
CONTACT INFORMATION**

Superior Court of California, County of El Dorado
Ms. 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
Nadine Blaschak-Brown, Judicial Council Program Manager
Center for Families, Children & the Courts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102-3688
Telephone: 415-865-4544
Email: nadine.blaschak-brown@jud.ca.gov

END OF ATTACHMENT