

AGREEMENT FOR SERVICES

SC1-2007

Between

SUPERIOR COURT OF EL DORADO COUNTY

And

EL DORADO COUNTY

For

**COLLABORATIVE JUSTICE DRUG COURT PROGRAM
SERVICES**

THIS AGREEMENT made and entered by and between the Superior Court of El Dorado County, a political subdivision of the State of California (hereinafter referred to as "Superior Court"), and the County of El Dorado, also a political subdivision of the State of California (hereinafter referred to as "County");

W I T N E S S E T H

WHEREAS, Superior Court and County have collaboratively sought funding for a Collaborative Justice Drug Court Program to provide Juvenile Drug Court services, and Superior Court has successfully obtained a grant from the Judicial Council of California for that purpose; and

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

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

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

NOW, THEREFORE, Superior Court and County mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

In an effort to obtain funds to provide El Dorado County Juvenile Drug Court services, El Dorado County Superior Court and El Dorado County Public Health Department jointly applied for a Judicial Council of California Collaborative Justice Grant. As a result of this application, a Collaborative Justice Drug Court Grant has been awarded to the Superior Courts.

The El Dorado County Superior Court will serve as the Fiscal Agent for the County. El Dorado County Superior Court agrees to provide grant funding to the Public Health Department, who will administer and staff the Collaborative Justice Drug Court Grant for El Dorado County. The scope of services included in the Grant is described herein.

El Dorado County Public Health Department agrees to perform the following:

1. Provide a part time Health Program Specialist to perform case management and substance abuse counseling for clients who receive grant funded services. The Health Program Specialist assigned to the project will:
 - a. Receive referrals from Superior Courts and/or the Probation Departments identifying clients eligible for services.
 - b. Assess clients and their family members to determine the appropriate level and type of substance abuse treatment and ancillary services.
 - c. Refer clients and their family members to contracted substance abuse treatment providers, and arrange for ancillary services as needed.
 - d. Coordinate with the Courts, Probation Departments, and treatment providers concerning clients' progress in treatment.
 - e. Deliver counseling and crisis intervention services to program participants as needed.
 - f. Collect demographic information on Collaborative Justice Drug Court Program participants.
 - g. Assist in grant management including attending meetings, producing reports, monitoring expenditures, and maintaining records of grant funded activities.
 - h. Attend training, seminars, and other professional development activities as needed.
2. Contract with substance abuse treatment providers to deliver services to eligible clients.
3. Perform grant management and reporting necessary to comply with Judicial Council of California requirements.

4. Submit accurate invoices to the El Dorado County Superior Court for Collaborative Justice Drug Court Program expenditures.

Superior Court agrees to perform the following:

1. Order eligible El Dorado County participants into the Collaborative Justice Drug Court Program.
2. Observe the maximum funding and client participation limits imposed by the Grant, and coordinate with Public Health to ensure that limits are not exceeded and only eligible participants are admitted to the Program.
3. Monitor clients' participation in the Collaborative Justice Drug Court Program during bi-weekly court appearances.
4. Coordinate with the Public Health Department, Probation Departments, and treatment providers concerning clients' progress in treatment.
5. Receive and process monthly invoices from the Public Health Department for Collaborative Justice Drug Court Grant expenditures.
6. Evaluate monthly invoices from the Public Health Department to confirm that they are allowable under the terms of the Collaborative Justice Drug Court Grant.
7. Advance funds to the Public Health Department for Collaborative Justice Drug Court Grant expenses within 30 days of receiving an allowable invoice.
8. Submit invoices to the Judicial Council of California to draw down grant funds.

ARTICLE II - TERM

This agreement is effective July 1, 2006 and shall remain in force until June 30, 2007, consistent with the Grant term, unless earlier terminated pursuant to provisions of Article V herein.

ARTICLE III - COMPENSATION FOR SERVICES

Superior Court agrees to compensate the County monthly, based on invoices submitted by the Public Health Department. Superior Court shall reimburse County within 30 days of receipt of original invoices that comply with Judicial Council of California requirements and are allowable expenses as defined in the Grant. Total payment to County shall not exceed \$16,000.00 over the term.

ARTICLE IV - AMENDMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

ARTICLE V - TERMINATION AND CANCELLATION

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

ARTICLE VI - INDEPENDENT LIABILITY

County is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. County exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

County shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Superior Court shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to County or its employees.

ARTICLE VII - NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to Superior Court shall be in duplicate and addressed as follows:

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

or to such other location as Superior Court directs.

Notices to County shall be as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667

ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as County directs.

ARTICLE VIII – TAXPAYER IDENTIFICATION / FORM W9

All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to Superior Court shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE IX - INDEMNITY

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

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

ARTICLE X – OTHER FUNDING GRANT STIPULATIONS

County agrees to adhere to all the terms of the State of California Standard Agreement Exhibit A, STANDARD PROVISIONS, and Exhibit B, SPECIAL PROVISIONS attached hereto and made by reference a part hereof. These exhibits are subject to revision from time to time by the Grantee and shall be provided to County and shall be incorporated into this Agreement.

ARTICLE XI - INSURANCE

Superior Court agrees that the Self-Insurance Program of the County adequately protects against liability arising from County's activities related to this Agreement.

ARTICLE XII – HIPAA

If the Consultant/Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Consultant/Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health

Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XIII - ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XIV - AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XV - PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVI - ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute this Agreement the day and year first below written.

SUPERIOR COURT

By: _____
Suzanne Kingsbury, Presiding Judge
El Dorado County Superior Court

Date: _____

COUNTY OF EL DORADO

By: _____

Date: _____