ORIGINAL

#524-M1511

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

This Memorandum of Understanding #524M-1511 (or "MOU") is entered into by and between the El Dorado County Probation Department as a sub-contractor (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 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 Probation, subject to the authorization of the County of El Dorado, for Probation 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 Probation 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 Probation 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, Probation shall provide the following in furtherance of the Program objectives:
    - One full-time equivalent (FTE) Deputy Probation Officer assigned to project planning and implementation of a Pretrial Supervision Program (PSP)and the following job tasks when program is implemented.
    - Risk Assessment tools for use in determining an offenders pretrial risk;
    - Provide pretrial risk assessment results and recommendation for pretrial services report to Court;
    - Supervision of offenders released on the Pretrial Supervision Program;
    - Pretrial Supervision Program services including drug and alcohol testing; electronic monitoring; continuous alcohol monitoring devices; electronic reminder system;
    - Participation in meetings as required by Court to meet requirements for the Program.

    Probation agrees that funds reimbursed to Probation under this MOU will only be used for new or expanded services related to pretrial services and funding will not be used to supplant any existing services or activities completed by Probation.

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 Contract #1030029. 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 Probation, 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 Probation consistent with the requirements of Exhibit B, Section 7 of the Contract.

4. **Reporting:** Probation agrees to provide data relevant to the established deliverables in a timely manner but no less than 5 business days prior to the due date as outlined in Court's Contract with the Judicial Council for this grant program. The Judicial Council's Quarterly Program Evaluation, Data and Data Collection Report is attached 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 Probation in a timely manner.

5. Compensation for Services:

The maximum amount Court may pay Probation under this MOU is **$450,406.37** 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.

Program Start-up Costs, Fiscal Year 2014–2015 (April 1 to June 30, 2015): Probation shall timely provide detail necessary for Court to complete a Program Start-up Cost Report to the Judicial Council that documents the funding needed to initiate Program planning/implementation or enhancement. This Program Start-up Cost Report must detail the funds needed for Probation's personnel and travel costs from April 1, 2015 through June 30, 2015, as outlined in Court's Budget Detail and Narrative/Justification. The report will cover how the funding will be utilized, and include an itemized budget. The budget, as agreed upon in the Contract between Court and the Judicial Council, is attached as Attachment B to this MOU.

Fiscal Year 2015–2016 and Fiscal Year 2016–2017: Invoices for reimbursement, with proper financial documentation, should be submitted to Court monthly in arrears by no later than the 10th of the following month. Probation'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.**

Probation 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 Probation Personnel Salaries and Fringe Benefits paid to 1 FTE Deputy Probation Officer(s) under this MOU;
b. Copies of vendor invoices detailing services and for costs associated with risk assessment tools, drug and alcohol testing, electronic monitoring, continuous alcohol monitoring devices, electronic reminder system;
c. Adequate backup documentation as deemed necessary by Court to substantiate expenses claimed; and

Subject to compliance with the requirements of the Contract that are applicable to Probation's role as a Subcontractor and this MOU, Court shall reimburse Probation 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 Probation receives payment from Court for a service or reimbursement that is later disallowed, Probation shall promptly refund the disallowed amount upon request. Court may offset the amount disallowed from any payment due or to become due to Probation under this MOU.

6. General Provisions

a. Entire Agreement. This MOU, including those portions of the Contract applicable to Probation'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. Probation and the employees and agents of Probation 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 Probation nor any person engaged by Probation 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. Probation 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 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. Retention of Records; Audit. Probation 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 Probation's final payment request. Probation shall permit all records related to performance and billing under the MOU to be inspected and/or audited, at any reasonable time, by an authorized representative of Court or 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. Probation 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 Probation executed this MOU #524-M1511 on the date or dates indicated below:

--COUNTY OF EL DORADO--

Dated: 6-23-15

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

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

By: _____ Dated: 6-23-15
Deputy Clerk

//

Superior Court of California
County of El Dorado

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

By: _____
Tania Ugrin-Capobianco
Court Executive Officer

El Dorado County Probation Department

By: _____

Andrew Craven
Deputy Chief Probation Officer
Contract Administrator

By: _____

Brian Richart
Chief Probation Officer
Department Head

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 Probation 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 (Attachement "D")

ATTACHMENT C

Deliverables

Deliverable – Year-1 / Initial Term

No.	Description	Period of Performance	Due Date	Firm-Fixed Price
Y1-1	**1. Program Start-Up Costs Report** As set forth in Exhibit E, Attachment 1, *Budget Detail and Narrative/Justification,* of the Contract, Year 1: FY 2014-2015 (April 1, 2015 – June 30, 2015), including the following details: 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. **2. Court-approved Invoice – Form #1**	**Year-1 / Initial Term**	**April 30, 2015**	**$42,841**
As set forth in Exhibit E, *Forms,* Attachment 8*Year-1 / Initial Term Expense Report* for reporting related expenditures, due by July 5, 2015.				

Deliverables – Year-2/First Option Term

No.	Description	Period of Performance	Due Date
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	July 1, 2015 – September 31, 2015	October 15, 2015
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	October 1, 2015 – December 31, 2015	January 15, 2016
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	January 1, 2016 – March 31, 2016	April 15, 2016
Y2-Q1	▪ 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	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	July 1, 2016 – September 31, 2016	October 15, 2016
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	October 1, 2016 – December 31, 2016	January 15, 2017
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	January 1, 2017 – March 31, 2017	April 15, 2017
Y2-Q1	▪ 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

Attachment D #524-M1511

JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET (rev 10-14)

AGREEMENT NUMBER
1030020
FEDERAL EMPLOYER ID NUMBER
ON FILE

1. In this agreement (the "Agreement"), the term "Court" refers to the **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 **April 1, 2015** (the "Effective Date") and expires on **April 30, 2017**.

3. The title of this Agreement is: **Recidivism Reduction Fund Court Grant Program**

   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 the Judicial Council may pay the Court under this Agreement is **$42,841.00**, for the period **April 1, 2015** through **June 30, 2015**.

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: Exhibits A, B, C, D, and E.

Exhibit A	Standard Provisions	Exhibit E	Recidivism Reduction Fund Court Grant Program, Forms
Exhibit B	Special Provisions	Attachment 1	Budget Detail and Narrative/Justification: Year-1, Year-2 and Year-3
Exhibit C	Payment Provisions	Attachment 2	Acceptance and Sign-Off Form
Exhibit D	Work to be Performed	Attachment 3	Acceptance Criteria
		Attachment 4	Invoice - Form # 1 – Program Start-Up Costs
		Attachment 5	Invoice - Form # 2 – Ongoing Progam Opterations Costs
		Attachment 6	Invoice - Form # 3-A – Request for Advance Payment of Program Funds
		Attachment 7	Invoice - Form # 3-B – Court Reconciliation of Advance Payment
		Attachment 8	Year-1/ Initial Term Itemized Expense Report
		Attachment 9	Quarterly Grant Administration & Tracking Report
		Attachment 10	Quarterly Program Evaluation, Data and Data Collection Report
		Attachment 11	Contact Information

JUDICIAL COUNCIL'S SIGNATURE	**COURT'S SIGNATURE**
JUDICIAL COUNCIL OF CALIFORNIA	COURT'S NAME (if Court is not an individual person, state whether Court is a corporation, partnership, etc.) **SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO**
BY *(Authorized Signature)*	BY *(Authorized Signature)*
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS Attn: Finance | Business Services 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Tania Ugrin-Capobianco, Court Executive Officer 2850 Fairlane Court, Suite 110 Placerville, CA 95667

RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM AGREEMENT

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JUDICIAL COUNCIL OF CALIFORNIA
STANDARD AGREEMENT COVERSHEET (rev 10-14)

AGREEMENT NUMBER
1030020
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1. In this agreement (the "Agreement"), the term "Court" refers to the **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 **April 1, 2015** (the "Effective Date") and expires on **April 30, 2017.**

3. The title of this Agreement is: **Recidivism Reduction Fund Court Grant Program**

   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 the Judicial Council may pay the Court under this Agreement is **$42,841.00**, for the period **April 1, 2015** through **June 30, 2015.**

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: Exhibits A, B, C, D, and E.

Exhibit A	Standard Provisions	Exhibit E	Recidivism Reduction Fund Court Grant Program, Forms
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JUDICIAL COUNCIL'S SIGNATURE	**COURT'S SIGNATURE**
JUDICIAL COUNCIL OF CALIFORNIA	COURT'S NAME (if Court is not an individual person, state whether Court is a corporation, partnership, etc.) **SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO**
BY *(Authorized Signature)* ✍	BY *(Authorized Signature)* ✍
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager Business Services	PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS Attn: Finance | Business Services 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102	ADDRESS Attn: Tania Ugrin-Capobianco, Court Executive Officer 2850 Fairlane Court, Suite 110 Placerville, CA 95667

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

EXHIBIT B
SPECIAL PROVISIONS

1. DEFINITIONS

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

1.1 **"Acceptance"** means the written acceptance issued to the Court by the Judicial Council after the Court has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents, including without limitation, the **Exhibit E, Attachment 3** acceptance criteria developed by the Judicial Council, and the Acceptance of the Work provision set forth in this exhibit.

1.2 "**Administrative Director**" means to that individual or authorized designee, empowered by the Judicial Council to make final and binding executive decisions on behalf of the Judicial Council.

1.3 "**Amendment**" means a written document issued by the Judicial Council and signed by the Court, 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.

1.4 "**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.

1.5 **"Collaborative Courts"** (Adult Criminal Collaborative Court Programs) means programs that 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 mental illness and/or substance dependency issues and significant treatment needs.

1.6 "**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.

1.7 "**Contract**" or "**Contract Documents**" constitute the entire integrated Agreement between the Judicial Council and the Court, as attached to and incorporated by a fully executed

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,

together with the integrated Contract Documents, shall each represent the Agreement as an individual "**Contract Counterpart.**"

1.17 "**Judicial Council Project Manager**" or **"Judicial Council Program Manager"** means to the individual or authorized designee empowered by the Judicial Council and named in this Agreement to oversee and manage the Project or Program.

1.18 "**Material**" means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.

1.19 "**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.

1.20 **"Pretrial Program"** means a supervision program that provides county justice systems with intermediate options between releasing a detainee on his/her own recognizance and remanding him/her to jail.

1.21 **"Program" or "Project"** means all activities related to this Agreement including the activity of the Court, its Subcontractors or representatives, the Judicial Council and the Judicial Council's representatives. The terms "Project" or "Program" may be used interchangeably with the terms, "Recidivism Reduction Fund Court Grant Program," "Recidivism Reduction Fund," "RRF," or "Recidivism Reduction Grant."

1.22 **Recidivism Reduction Fund Court Grant Program** means all activities relative to this Agreement including activity of the Court, its Subcontractors or representatives, the Judicial Council and the Judicial Council's representatives. The terms "Recidivism Reduction Fund Court Grant Program," may be used interchangeably with the terms, "Program," "Recidivism Reduction Fund," "RRF," or "Recidivism Reduction Grant."

1.23 "**Subcontractor**" shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Court, 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.

1.24 "**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*.

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**).

3.4 **Year-3/Second Option Term.** The Agreement Second Option Term shall be from **July 1, 2016** through **April 30, 2017 (FY2016-17)**.

3.5 In the event the Judicial Council elects to exercise an Agreement Option Term, as set forth in this provision, the Agreement will be modified by a bilateral Amendment, executed by the Parties.

3.6 In the event any Agreement Option Term is exercised under this Agreement, 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, shall apply.

4. TERMINATION OTHER THAN FOR CAUSE

4.1 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.

4.2 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.

5. THE JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

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

5.2 Payment shall not exceed the amount appropriated. If the Agreement is terminated for non-appropriation:

5.2.1 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

5.2.2 The Court shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

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

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.

8. AGREEMENT ADMINISTRATION/ COMMUNICATION

8.1 Under this Agreement, the Judicial Council Project Manager shall monitor and evaluate the Court's performance. The Judicial Council Project Manager for this Agreement is **Shelley Curran**. All requests and communications about the *Work to be Performed* under this Agreement shall be made through the Judicial Council Project Manager. Any Notice from the Court to the Judicial Council shall be in writing and shall be delivered as follows:

Judicial Council of California
Attn: Shelley Curran, Judicial Council Project Manager
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102-3688

8.2 Notice to the Court shall be directed in writing to:

Superior Court of California, County of El Dorado
Attn: Tania Ugrin-Capobianco, Court Executive Officer
2850 Fairlane Court, Suite 110
Placerville, CA 95667

9. 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.

10. ACCEPTANCE OF THE WORK

10.1 The Judicial Council **Project 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 Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, in accordance with **Exhibit E, Attachment 3, *Acceptance Criteria***, to determine the acceptability of the Work provided by the Court. Unsatisfactory ratings will be resolved as set forth in this provision.

10.2 Acceptance Criteria for Work ("Criteria") provided by the Court pursuant to this Agreement:

10.2.1 **Timeliness:** The Work was delivered on time;

10.2.2 **Completeness:** The Work contained the Data, Materials, and features required in the Contract;

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.

12. 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.

13. 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.

14. 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.

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

16.1 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:

16.1.1 The Judicial Council; and
16.1.2 The California State Auditor.

16.2 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 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.

23. OWNERSHIP OF RESULTS

23.1 Any interest of the Court in Data in any form, or other documents and/or recordings prepared by the Court for performance of services under this Agreement shall become the property of the Judicial Council. Upon the Judicial Council's written request, the Court shall provide the Judicial Council with all this Data within thirty (30) Days of the request.

23.2 The Court agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such Data. The Court shall not publish or reproduce such Data in whole, or part, or any manner or form, or authorize others to do so without the written consent of the 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 Judicial Council 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 Project 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 Project Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council of California Standard Agreement.

26. SUBCONTRACTING

26.1 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.

26.2 The Court shall provide the Judicial Council Project 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:

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.

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

31.1 During the performance of this Agreement, the Court 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 Court shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

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

31.3 The Court 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.

31.4 The Court 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.

31.5 The Court 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.

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

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

EXHIBIT C
PAYMENT PROVISIONS

1. CONTRACTUAL AND REGULATORY COMPLIANCE

   1.1 The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:

      1.1.1 The Judicial Branch Contracting Manual and the Trial Court Financial Policies and Procedures, as appropriate.

      1.1.2 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.

   1.2 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. SENATE BILL 852 BUDGET ACT OF 2014 PROVISIONS

   2.1 Funds appropriated in this item shall be used for the establishment or ongoing operation and staffing of programs known to reduce recidivism and enhance public safety, including collaborative courts that serve moderate and high-risk adult criminal offenders, pretrial programs, and the use of risk and needs assessment instruments at sentencing of felony offenders subject to local supervision.

   2.2 Funds shall be designated for a competitive grant program developed and administered by the Judicial Council and shall be used to support the administration and operation of programs and practices known to reduce offender recidivism including the use of risk and needs assessments, evidence-based practices, and programs that specifically address the needs of mentally ill and drug addicted offenders.

   2.3 Participating courts shall submit a joint application on behalf of the court, county, and other local justice system partners that clearly details the initiative for which funding is sought; the associated staffing activities, programs, and services to be delivered by the partner organizations; and how the grant program will cover those costs.

   2.4 In consultation with the California Department of Corrections and Rehabilitation and the Chief Probation Officers of California, the Judicial Council shall establish performance based outcome measures appropriate for each program including, but not limited to, the number of offenders participating in these programs who fail to appear, are revoked to county jail or state prison, or commit new crimes and are sentenced to county jail or state prison. Participating courts shall provide the required data, including individual offender level data, on a quarterly basis to the Judicial Council.

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

pay for any applicable Judicial Council 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. PROGRAM FUNDING PROCESSES

10.1 **Program Start-Up Costs: Firm-Fixed Payment per Deliverable**

10.1.1 Period of Performance:

- **Year-1/Initial Term**

10.1.2 Within four weeks after contract execution, but not later than April 30, 2015, the Court must submit a *Program Start-Up Cost Report*, as set forth in Exhibit E, Attachment 1, Budget Detail and Narrative/Justification, Year-1, to the Judicial Council Project Manager that documents the funding needed to initiate Program Planning/Implementation or Program Enhancement. See also: Section 11, *Invoice Instructions*, Paragraph 11.2, below, and Attachment 4, Invoice – Form # 1 – *Program Start-Up Costs*.

10.1.3 The ***Program Start-up Costs Report*** must detail the following:

(i) Amount of funds needed by the Court in the **Year-1/Initial Term**;

(ii) How the funding will be utilized; and

(iii) An itemized budget.

10.1.4 The Court must submit to the Judicial Council Project Manager a ***Final Program Start-Up Costs Report*** that describes and accounts for use of the initial funds received, which will be reviewed and approved by the Judicial Council Project Manager, before any reimbursement payments to the Court

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

(ii) **Year-3/ Second Option Term.**

10.3.2 The Court may request that the Judicial Council pay grant funds in advance of expenditures for projected expenses that are deemed necessary to conduct the activities of the program, as set forth in Exhibit E, Attachment 1, *Budget Detail and Narrative/Justification, Ongoing Program Operating Costs,* Year-2 and Year-3, of the Agreement.

10.3.3 Payments in advance will not be made for amounts less than $25,000 and should not be requested by the Court more than **once in Year-2** and **once in Year-3**.

10.3.4 Court request(s) for advance payment must be submitted by no later than **September 30, 2015** of **Year-2** (FY2015-16) and/ or **September 30, 2016** of **Year-3** (FY 2016-2017).

10.4 **Mid Term Financial Evaluations and Reallocations.**

10.4.1 To ensure that all RRF court grant Program funds are fully spent, the Judicial Council may conduct **Mid-Term Financial Evaluations and Reallocations** by the following estimated dates:

(i) **December 31, 2015;** and

(ii) **September 30, 2016**

10.4.2 The Judicial Council may redistribute funds as necessary to support other RRF court grant programs if any of the following occur:

(i) The Judicial Council determines that the Courts will not be able to spend their full grant allocation;

(ii) The Court is unable to provide sufficient supporting documentation to show proof of program-related expenses equal to the funds paid by the Judicial Council to the Court by the required due date(s); or

(iii) There are unspent grant funds, in the event that the Court terminates its Program prior to the end of the grant period.

10.5 **Payment.**

10.5.1 All Work must be provided during the period from **April 1, 2015** through **April 30, 2017**.

10.5.2 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 by no later than **May 5, 2017**.

Invoices received by the Judicial Council after this date will not be accepted.

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,*

Year-1/Initial Term Expense Report is submitted to Grant Accounting and approved by the Program Manager.

11.2.2 **Reimbursement Payments:**

(i) The Court will submit **Invoice – Form # 2**, with a request for reimbursement of Program-related expenses that aligns with Exhibit E, Attachment 1, *Budget Detail and Narrative/Justification*, Years 2 or 3, *Program Support and Expansion*, and all required, supporting financial documentation, to **Grant Accounting** by the 20th of the month following expenditures.

(ii) Only approved, allowable expenses incurred during the contractual funding grant period will be considered reimbursable.

(iii) Period of Performance, **Year-2/First Option Term:**

a. The following final documentation for **Year-2** must be received by the **Project Manager** no later than **June 1, 2016**:

1) Final ***Quarterly Grant Administration & Tracking Report;***

2) Final ***Quarterly Program Evaluation, Data and Data Collections Report***; and

3) Final ***Budget Detail and Narrative/ Justification Report.***

b. The following final documentation for Year-2 must be received from the Court by **Grant Accounting** by no later than **April 30, 2016** in order:

- Final completed and Court-approved **Invoice – Form # 2**

c. **Close-out Procedure:** No invoices submitted for Year-3 expenditures will be reimbursed until all funds paid in Year-2 are reconciled with documented Program-related expenditures submitted to Grant Accounting and approved by the Program Manager.

(iv) Period of Performance, **Year 3/Second Option Term:**

a. The following final documentation for **Year-3** must be received by the **Project Manager** no later than **May 31, 2017**:

1) Final ***Quarterly Grant Administration & Tracking Report;***

2) Final ***Quarterly Program Evaluation, Data and Data Collections Report***; and

3) Final ***Budget Detail and Narrative/ Justification Report.***

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.

(v) Advance Payment of funds 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 by the Court to the Judicial Council for reallocation to other court programs.

12. JUDICIAL COUNCIL PROJECT MANAGER

The Court shall contact the Project Manager for any Program concerns:

Judicial Council of California
Shelley Curran, Senior Manager
Criminal Justice Services
Phone: (415) 865-4013
Email: shelley.curran@jud.ca.gov

13. JUDICIAL COUNCIL GRANT ACCOUNTING CONTACT

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

Judicial Council of California
Sandy Hollandsworth, Grant Accountant
Grant Accounting
Phone: (415) 865-7950
Email: sandy.hollandsworth@jud.ca.gov

END OF EXHIBIT

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

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.

2.1.6 Collaborative justice courts emphasize achieving the desired goals without using the traditional adversarial process.

2.1.7 Eligible participants are identified early and promptly placed in the collaborative justice court program.

2.1.8 Collaborative justice courts provide access to a continuum of services, including treatment and rehabilitation services.

2.1.9 Compliance is monitored frequently.

2.1.10 A coordinated strategy governs the court's responses to participants' compliance, using a system of sanctions and incentives to foster compliance.

2.1.11 Ongoing judicial interaction with each collaborative justice court participant is essential.

2.1.12 Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

2.1.13 Effective collaborative justice court operations require continuing interdisciplinary education.

2.1.14 Forging partnerships among collaborative justice courts, public agencies, and community-based organizations increases the availability of services, enhances the program's effectiveness, and generates local support.

2.1.15 Effective collaborative justice courts emphasize a team and individual commitment to cultural competency. Awareness of and responsiveness to diversity and cultural issues help ensure an attitude of respect within the collaborative justice court setting.

2.2 **Pretrial Program**: Pretrial programs provide risk-based assignment of defendants released from secure custody on their own recognizance to a continuum of pretrial supervision options, with intensity of supervision matched to risk level, to reduce the risk of failure to appear and the likelihood of re-arrest while on pretrial status. The primary functions of Pretrial Programs are as follows:

2.2.1 Collect and analyze information about pretrial detainees for use in determining risk for committing new crimes during the pretrial phase of case adjudication, and risk of failure to appear for court hearings;

2.2.2 Make recommendations to the court regarding pretrial release including, where appropriate, recommendations for release on own recognizance or conditions of pretrial release; and,

2.2.3 Supervise defendants who are released from secure custody during the pretrial phase, where appropriate.

2.2.4 Pretrial supervision programs provide county justice systems with intermediate

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

Planning/Implementation grants are available for jurisdictions that have not yet established but are committed to instituting one or both of the following programs: an adult criminal collaborative court program that serves moderate and high-risk offenders and/or a pretrial program.

3.2 Enhancement Grant Program for Ongoing Support and Expansion

Enhancement grants are available to courts with fully operational programs.

4. ALLOWABLE USES OF AWARD FUNDS

4.1 Allowable uses of award funds for the Planning/Implementation Grant Program for Initial Program Development include the following:

4.1.1 Support of, and training for, a Project Management Team (PMT) comprised of the court and local justice system partners and representatives of relevant agencies, service providers, nonprofit organizations, and other key stakeholders;

4.1.2 Costs for court staff and local justice system partners involved in planning the program;

4.1.3 Collection and analysis of local data that will be used in the development of a project plan;

4.1.4 Development of a project plan by the PMT; and

4.1.5 Contracts with subject matter experts for technical assistance in developing the project plan.

4.1.6 Court operations and services, including court staff;

4.1.7 Staffing costs for local justice system partners involved in the program;

4.1.8 Program training of judicial officers, staff, volunteers, mentors, and other partners involved in the program;

4.1.9 Contracts for treatment services;

4.1.10 Purchase or development of validated risk assessment tools and associated reporting and tracking software, drug testing and electronic monitoring equipment, and other program elements;

4.1.11 Collection and reporting of data, as required; and

4.1.12 Technical assistance.

4.2 Allowable uses of award funds for the Enhancement Grant Program for Ongoing Support and Expansion includes the following:

4.2.1 Ongoing operation of an existing program that meets all of the requirements of this grant program;

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;

5.2.5 Registration fees for trainings and conferences, with proof of attendance, that are directly related to the grant programs;

5.2.6 Travel as required pursuant to items in Section 5.2.

- **NOTE:** Prior approval for out of state participant travel must be granted by the Court and documentation of pre-approval must be provided for reimbursement.

5.2.7 Equipment, defined as non-expendable items costing $5,000 or above. Such items must be clearly related to the program objectives and directly contribute to program activities and be pre-approved in writing by the Judicial Council project manager;

5.2.8 Purchase, production, or reproduction of educational and training materials;

5.2.9 Courts' indirect costs calculated as a percentage of court employee salaries and benefits charged to this grant;

5.2.10 Costs of incentives given to program participants. Incentives may include gift cards, food coupons, bus and other transportation passes, field trip passes, movie tickets, etc. Funds must not be distributed as cash. Maximum amount of incentive reimbursements per program is $1,500 per year. Funds are reimbursed only upon submission of both proof of purchase and proof of distribution to program participants within the grant contract period. Court employees, subcontractors, or anyone other than a program participant are not allowed to receive incentives;

5.2.11 Computers, staffing, and other costs associated with collecting, maintaining and reporting required data; and

5.2.12 Any other expenses directly related to the project not listed herein, as properly budgeted and approved by Judicial Council Grant Accounting.

6. INELIGIBLE USES OF AWARD FUNDS

Ineligible uses of award funds include the following, except in situations where prior approval has been obtained from the Judicial Council Project Manager:

i. Duplication of services that are already being provided by a justice system partner;

ii. Food and/or drink of any kind including bottled water and related purified water dispensers (either by the court and/or subcontractor except as outlined in incentives or associated with approved travel);

iii. Membership dues;

iv. Penalties, fines, late fees, licenses, interest, damages, and/or settlements resulting from violations or noncompliance by program participants;

v. Costs for fundraising, scholarships, tuition, stipend, contributions and donations, or non-incentive-related gifts;

vi. Construction, rehabilitation, and/or remodeling of any building and/or structure;

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.

8. WORK TO BE PERFORMED

8.1 **Program Start-Up Costs Deliverables**

8.1.1 As set forth in **Table 2**, below, Exhibit E, Attachment 1, Budget Detail and Narrative/Justification, Year 1: FY 2014-2015 (April 1, 2015 – June 30, 2015), ***Program Start-Up Costs Report*** shall serve as the Deliverable.

8.1.2 The Deliverable shall document to the satisfaction of the Judicial Council Project Manager the *projected* funding required by the Court to initiate either the ***Program Planning/Implementation Program for Initial Program Development*** or the ***Program Enhancement Program for Ongoing Support and Expansion*** within either of the Program Categories.

Table 2: Deliverable - Year-1/ Initial Term

No.	Description	Period of Performance	Due Date	Firm-Fixed Price
Y1-1	**1. *Program Start-Up Costs Report*** As set forth in Exhibit E, Attachment 1, *Budget Detail and Narrative/Justification*, Year 1: FY 2014-2015 (April 1, 2015 – June 30, 2015), including the following details: 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. **2. Court-approved Invoice – Form #1**	**Year-1/ Initial Term**	**April 30, 2015**	**$42,841.00**
Note: See also Exhibit E, *Forms*, Attachment 8, *Year-1/Initial Term Expense Report* for use in reporting related expenditures, due by **July 15, 2015**.				

8.2 **Ongoing Program Operations Costs Deliverables**

As set forth in Exhibit C, Section 2, *Senate Bill 852 Budget Act of 2014 Provisions* and in Tables 3 and 4 below, Award recipients must submit the following quarterly reports:

8.2.1 **Quarterly Grant Administration & Tracking Reports:** The *Quarterly Grant Administration & Tracking Reports* must summarize grant-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with justice system and other local partners, and changes

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.

Table 3: Deliverables - Year-2/First Option Term

No.	Description	Period of Performance	Due Date
Y2-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	July 1, 2015 – September 31, 2015	October 31, 2015
Y2-Q2	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	October 1, 2015 – December 31, 2015	January 31, 2016
Y2-Q3	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	January 1, 2016 – March 31, 2016	April 30 2016
Y2-Q4	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	April 1, 2016 – June 30, 2016	July 31, 2016

Table 4: Deliverables - Year 3/ Second Option Term

No.	Description	Period of Performance	Due Date
Y3-Q1	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	July 1, 2016 – September 31, 2016	October 31, 2016
Y3-Q2	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	October 1, 2016 – December 31, 2016	January 31, 2017
Y3-Q3	▪ Quarterly Grant Administration & Tracking Report ▪ Quarterly Program Evaluation, Data and Data Collection Report	January 1, 2017 – March 31, 2017	April 30 2017
Y3-Q4	▪ Final Quarterly Grant Administration & Tracking Report ▪ Final Quarterly Program Evaluation, Data and Data Collection Report	April 1, 2017 – April 30, 2017	May 31, 2017

9. COURT RESPONSIBILITIES

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

9.1 Responsible for the end results and for day-to-day Program management;

9.2 Serves as the Court's primary contact;

9.3 Works closely with Judicial Council Project Manager;

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

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	*Quarterly Grant Administration & Tracking Report*	
Attachment 10	*Quarterly Program Evaluation, Data and Data Collection Report*	
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

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END OF EXHIBIT

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

EXHIBIT E
ATTACHMENT 1
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
BUDGET DETAIL AND NARRATIVE/JUSTIFICATION
PROGRAM START-UP COSTS REPORT
YEAR-1 (FY 2014-15): APRIL 1 – JUNE 30, 2015)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Court Clerk IV/Pretrial Program Coordinator	25% FTE $4,157 x .25 FTE for 3 mos.	$3,118
		$
		$
		$
		$
		$
		$
		$
	Personnel Total	$3,118

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
Court Clerk IV/Pretrial Program Coordinator	33.30%	.07%	16.65%	.15%	1.45%	3.81%	55.43%	$1,728
								$
								$
								$
								$
								$
								$
								$
							Benefits Total	$1,728

Personnel & Fringe Benefits Total	$4,846

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	$150+tax & fees @ .16/night 2 nights x 2 people	$696
	Per Diem	$46/day x 2 days x 2 people	$184
	Hotel Parking	$32/night x 2 nights x 2 vehicles	$128
	Mileage	$.56 x 290 mile x 2 vehicles	$325
			$
		Travel Total	$1,333

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	$1,333

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. Travel expenses for Pretrial Summit in San Francisco	1. Salary & benefits $31,250 (FTE $125,000 x 3 months) 2. Travel costs for 2 Probation staff at the same computation as listed for Court staff travel. $1,333	$32,583
Community Partner Service Providers			$
District Attorney			$
Public Defender	1. 5% FTE Deputy Public Defender	1. Salary & benefits $2,443 (FTE $195,410 x .05FTE x 3 months)	$2,443
Health & Human Services Agency	HHSA Management staff	In kind contribution to program	$0
El Dorado County Sheriff Office	1. Travel expenses for Pretrial Summit in San Francisco	1. Travel costs for 1 Sheriff staff at the same computation as listed for Court staff travel but for 1 person. $717.	$667
			$
			$

Consultants Total	$35,693

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	$969
		$
		$

Indirect Costs Total	$969

Program Start-Up Costs Year One Total	$42,841

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 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 matrics 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 matrics 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

administrative staff assigned and will participate in PMT meetings on development of standards, policies, contracts, data matrics, and other programming for the pretrial program.

Summary

The population that would qualify for the pretrial supervision program is estimated at approximately 1 for the grant period. An initial budget assessment based on this population put our budget at approximately $1.3 million. In order to keep our budget near the grant range, we reduced the population to be served to 100 during the grant period. The reduced population allowed for decreased costs for services such as electronic monitoring and drug testing. We also reduced Deputy Probation Officer staffing, eliminated costs for Court, Probation, District Attorney and Public Defender operational staff, eliminated supplies and reduced the number of court and justice partner attendees for the Pretrial Summit. We believe that our costs outlined in the start up phase, year 2 and year 3 are what it will cost, at a minimum, to support the program.

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinator will have the primary role in administrering the pretrial program. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.

For the program start up year, the Court, Probation, District Attorney, Public Defender, and Health and Human Services, will meet on a weekly basis to develop the pretrial program with supported standards, policies, contracts with services providers, and data matrics and collections sources. Community based services providers contracted with to begin providing services July 1, 2015.

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

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

Year 2 (July 1, 2015 to June 30, 2016)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Court Clerk IV/Pretrial Program Coordinator	15% FTE $4,2,82 x .15 FTE for 12 mos.	$7,708
		$
		$
		$
		$
		$
		$
		$
	Personnel Total	$7,708

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
Court Clerk IV/Pretrial Program Coordinator	34.97%	.07%	18.143%	.16%	1.45%	4.0%	58.79%	$4,531
								$
								$
								$
								$
								$
								$
								$
							Benefits Total	$4,531

Personnel & Fringe Benefits Total	$12,239

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

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
			$
			$
			$
			$
			$
			$
		Travel Total	$

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	$0

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)

H. Indirect Costs

Description	Computation	Cost
Indirect Costs	20% of salaries and benefits funded by this grant	$2,448
		$
		$

Indirect Costs Total	$2,448

Year Two Total	$280,329

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 the primary role in administering the pretrial program, facilitating PMT meetings for development of standards, policies, agreements, and data matrics 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 assesss 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 addditional 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

Indirect Costs

Court Fiscal Supervisor, Accountant, IS System Analyst and Assistant Court Executive Officer will support the program. Fiscal Supervisor and Accountant will obtain proper financial documentation from Court Staff and Consultants/Contracts to prepare and submit requests for reimbursement. Having developed data points for reporting, the IS System Analyst will continue to provide reports to meet program data collection requirements. The Court Executive Officer will provide oversight to the administrative staff assigned.

Summary

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinatorwill have the primary role in administrering the pretrial program. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings. Victim Witness Advocate and Legal Secretary will support the program with notification and assistance to victims and support to DDA.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.

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

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	$

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

OPERATING EXPENSES

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

Purpose of Travel	Item	Computation	Cost
			$
			$
			$
			$
			$
			$
		Travel Total	$

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	$0

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

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	$2,118
		$
		$

Indirect Costs Total	$2,118

Year Three Total	$276,830

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 matrics 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 assesss 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 addditional 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.

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 with a 5% increase.

Indirect Costs

Court Fiscal Supervisor, Accountant, IS System Analyst and Assistant Court Executive Officer will support the program. Fiscal Supervisor and Accountant will obtain proper financial documentation from Court Staff and Consultants/Contracts to prepare and submit requests for reimbursement. Having developed data points for reporting, the IS System Analyst will continue to provide reports to meet program data collection requirements. The Court Executive Officer will provide oversight to the administrative staff assigned.

Summary

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinator will have the primary role in administrering the pretrial program. The Court Operation Manager will provide monthly operational oversight to the program. Court clerk staff will provide support to the judicial officer with preparation of calendars, attendance at hearings, and preparation of minutes and orders. Court Reporter staff will attend hearings and provide verbatim record. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers. Analyst and Adult Supervisor staff will support the DPO and administer the program.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings. Victim Witness Advocate and Legal Secretary will support the program with notification and assistance to victims and support to DDA.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.

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 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 3
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
PROGRAM START-UP COST REPORT
ACCEPTANCE CRITERIA

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

No.	Acceptance Criteria	Complete	Not Complete
1.	**Timeliness:** The Work was delivered on time;	☐	☐
2,	**Completeness:** The Work contained the Data, Materials, and features required in the Contract;	☐	☐
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)	☐	☐
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.	☐	☐

Court Name:

Project Manager's Name: Title:

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 ADDRESS: **SUPERIOR COURT OF CALIFORNIA COUNTY OF**

BILL TO ADDRESS: **JUDICIAL COUNCIL OF CALIFORNIA**
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** **PROGRAM:**
Title: Court Accounting Manager	**INVOICE DATE:** / / (mm/dd/yyyy)
Date: / /	**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 5
INVOICE – FORM # 2

RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM

ONGOING PROGRAM OPERATIONS COSTS

REQUEST FOR REIMBURSEMENT

YEAR-2 (FY 2015-16): JULY 1, 2015 – JUNE 30, 2016 AND

YEAR-3 (FY 2016-17): JULY 1, 2016 – APRIL 30, 2017

This attachment includes the list of required accounting forms and related backup documentation to be used for submission of the Court's requests for reimbursement of Ongoing Operations Costs:

1. Court Contract List
2. Invoice – Form # 2, Ongoing Program Operations Costs, Request for Reimbursement
3. Invoice – Form # 2 Instructions
4. Summary Sheet
5. Summary Sheet Instructions
6. Payroll Summary Sheet
7. Payroll Summary Instructions
8. Grant Timesheet
9. Grant Timesheet Instructions
10. Court Activity Log
11. Court Activity Log Instructions
12. Operating Expense Recap Sheet
13. Operating Expense Recap Sheet Instructions
14. Travel Expense Claim (TEC)
15. Travel Expense Claim Instructions
16. Leave Earn Report
17. Leave Earn Report Instructions

The following link will provide the Court with access to current versions of the above forms required by Grant Accounting for reimbursement of Ongoing Program Operations Costs (expenditures) during Year 2 (FY2015-2016) and Year 3 (FY2016-2017) of the Program:

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

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 ADDRESS: **SUPERIOR COURT OF CALIFORNIA COUNTY OF**

BILL TO ADDRESS: **JUDICIAL COUNCIL OF CALIFORNIA**
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, *Ongoing Program Operations Costs Report* 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** **PROGRAM:**
Title: Court Accounting Manager	**INVOICE DATE:** / / (mm/dd/yyyy)
Date: / /	**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 7

RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM

INVOICE – FORM # 3-B

COURT RECONCILIATION OF ADVANCE PAYMENT OF FUNDS AND RELATED PROGRAM EXPENDITURES

This attachment includes the list of required accounting forms and related backup documentation to be used for reconciliation of expenditures related exclusively to Advance Payment of Program Funds:

1. Court Contract List
2. Invoice – Form # 3-B, Court Reconciliation of Advance Payment of Funds and Related Program Expenditures
3. Invoice – Form # 3-B, Instructions
4. Summary Sheet
5. Summary Sheet Instructions
6. Payroll Summary Sheet
7. Payroll Summary Instructions
8. Grant Timesheet
9. Grant Timesheet Instructions
10. Court Activity Log
11. Court Activity Log Instructions
12. Operating Expense Recap Sheet
13. Operating Expense Recap Sheet Instructions
14. Travel Expense Claim (TEC)
15. Travel Expense Claim Instructions
16. Leave Earn Report
17. Leave Earn Report Instructions

The following link will provide the Court with access to current versions of the above forms required by Grant Accounting:

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

Note: Invoice - Form # 3-B and all related backup documentation required to reconcile advance payment of grant funds with related Program expenditures must be submitted by the Court to Grant Accounting, **Attn: Sandy Hollandsworth, within 90 days of receipt of Advance Payment.**

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 9
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
QUARTERLY GRANT ADMINISTRATION & TRACKING REPORT

Quarterly Grant Administration & Tracking Reports must summarize grant-related activities, including progress towards goals and objectives, program achievements and challenges, collaboration with justice system and other local partners, and changes to key staff or procedures. Refer to Exhibit D, Section 8, *Work to Be Performed*, Tables 3 and 4 for the Quarterly Grant Reports schedule of Deliverables, including Deliverable numbers and due dates.

Contract No.: ▶		Deliverable No.: ▶		Date Report Prepared: ▶	/ / (MM/DD/YYYY)
Court Name: ▶					
Final Report:	☐ Yes ☐ No				
Please provide the following information: ▼					
1. Project activities during the reporting period: (include progress towards goals and objectives, program achievements, Project Management Team meetings, changes to key staff, etc.): ▼					
2. Any significant challenges or problems that developed and how they were or will be addressed (any changes to procedures, changes to the task plan, remaining issues, successful outcomes, etc.)**:** ▼					
3. Project Activities scheduled for the next reporting period: ▼					

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

QUARTERLY REPORT ON ENCUMBERED PROGRAM FUNDS

Budget Item	Total Amount Encumbered	Amount Spent This Quarter	Balance	Projected to Spend Next Quarter

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 10
RECIDIVISM REDUCTION FUND COURT GRANT PROGRAM
QUARTERLY PROGRAM EVALUATION, DATA AND DATA COLLECTION REPORT

Grant recipients must adhere to quarterly individual and aggregate level outcome data collection and reporting requirements, as outlined by the Judicial Council and set forth in Exhibit D, Section 8, to demonstrate Program progress. Required data elements will differ depending on the program type. Criminal Justice Services reserves the right to revise these data elements as the project proceeds. Any revisions will be communicated to the Court's project management team.

Refer to Exhibit D, Section 8, *Work to Be Performed*, Tables 3 and 4 for the Quarterly Grant Reports schedule of Deliverables, including Deliverable numbers and due dates.

The list of data elements and the tool to be used for reporting this data may be accessed by the Court for completion online at the following location:

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

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

Court El Dorado County Superior Court

Attachment C: Budget Detail Worksheet and Narrative

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

Program Start-up Budget Year 1 (April 1 to June 30, 2015)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Court Clerk IV/Pretrial Program Coordinator	25% FTE $4,157 x .25 FTE for 3 mos.	$3,118
Court Operations Manager	11% FTE $6,117 x .11 FTE for 3 mos.	$2,019
		$
		$
		$
		$
		$
		$
	Personnel Total	$5,137

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
Court Clerk IV/Pretrial Program Coordinator	33.30%	.07%	16.65%	.15%	1.45%	3.81%	55.43%	$1,728
Court Operations Manager	12.12%	.35%	16.65%	.10%	1.45%	4.45%	35.12%	$709
								$
								$
								$
								$
								$
								$

Name/Position	Medical %	Dental %	Retirement %	Life Insurance %	Social Sec/ Medicare %	Other (please describe) %	Total Benefit Rate %	Cost
							Benefits Total	$2,437
							Personnel & Fringe Benefits Total	$7,574

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

CONSULTANTS/CONTRACTORS

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

Consultant/Contractors	Services Provided	Cost Breakdown of Service	Cost
Probation	1. 5% FTE Deputy Probation Officer 2. Travel expenses for Pretrial Summit in San Francisco	1. Salary & benefits $15,000 (FTE $125,000 .05% FTE DPO equivalent x 2.4 months) 2. Hotel x 2 Per Diem x 2 Transportation x 2 Milage x 2 People Total Travel	$15,000.00 $384.21 $61.76 $8 $20.40 $474.37
Community Partner Service Providers			$
District Attorney	1. 20% FTE Deputy District Attorney	1. Salary & Benefits $8,633 (FTE $172,675 x .20 FTE x 3)	$8,633
Public Defender	1. 5% FTE Deputy Public Defender	1. Salary & benefits $2,443 (FTE $195,410 x .05FTE x 3 months)	$2,443
Health & Human Services Agency	HHSA Management staff	In kind contribution to program	$0
El Dorado County Sheriff Office	1. Travel expenses for Pretrial Summit in San Francisco	1. Travel costs for 1 Sheriff staff at the same computation as listed for Court staff travel but for 1 person. $667.	$667
Redwood Toxicology	Supplies	Oral and presumptive positive testing supplies	$5,876.66
			$

Consultants Total	$33,094.03

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	$1,515
		$
		$

Indirect Costs Total	$1,515

Program Start-Up Costs Year One Total	$42,841

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 matrics 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 calcuated 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 matrics for the pretrial program.

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

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 administrative staff assigned and will participate in PMT meetings on development of standards, policies, contracts, data matrics, and other programming for the pretrial program.

Summary

The population that would qualify for the pretrial supervision program is estimated at approximately 1 for the grant period. An initial budget assessment based on this population put our budget at approximately $1.3 million. In order to keep our budget near the grant range, we reduced the population to be served to 100 during the grant period. The reduced population allowed for decreased costs for services such as electronic monitoring and drug testing. We also reduced Deputy Probation Officer staffing, eliminated costs for Court, Probation, District Attorney and Public Defender operational staff, eliminated supplies and reduced the number of court and justice partner attendees for the Pretrial Summit. We believe that our costs outlined in the start up phase, year 2 and year 3 are what it will cost, at a minimum, to support the program.

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinator will have the primary role in administrering the pretrial program. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.

For the program start up year, the Court, Probation, District Attorney, Public Defender, and Health and Human Services, will meet on a weekly basis to develop the pretrial program with supported standards, policies, contracts with services providers, and data matrics and collections sources. Community based services providers contracted with to begin providing services July 1, 2015.

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

Year 2 (July 1, 2015 to June 30, 2016)

COURT PERSONNEL SALARIES & FRINGE BENEFITS

A. Court Personnel Salaries

Name/Position	Computation (Salary per month X number of months needed X percentage FTE)	Cost
Court Clerk IV/Pretrial Program Coordinator	15% FTE $4,2,82 x .15 FTE for 12 mos.	$7,708
		$
		$
		$
		$
		$
		$
		$
	Personnel Total	$7,708

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
Court Clerk IV/Pretrial Program Coordinator	34.97%	.07%	18.143%	.16%	1.45%	4.0%	58.79%	$4,531
								$
								$
								$
								$
								$
								$
								$
							Benefits Total	$4,531

Personnel & Fringe Benefits Total	$12,239

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
			$
			$
			$
			$
			$
			$
		Travel Total	$

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	$0

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)

H. Indirect Costs

Description	Computation	Cost
Indirect Costs	20% of salaries and benefits funded by this grant	$2,448
		$
		$

Indirect Costs Total	$2,448

Year Two Total	$280,079

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 matrics 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 assesss 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 addditional 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

Indirect Costs

Court Fiscal Supervisor, Accountant, IS System Analyst and Assistant Court Executive Officer will support the program. Fiscal Supervisor and Accountant will obtain proper financial documentation from Court Staff and Consultants/Contracts to prepare and submit requests for reimbursement. Having developed data points for reporting, the IS System Analyst will continue to provide reports to meet program data collection requirements. The Court Executive Officer will provide oversight to the administrative staff assigned.

Summary

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinatorwill have the primary role in administrering the pretrial program. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings. Victim Witness Advocate and Legal Secretary will support the program with notification and assistance to victims and support to DDA.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.

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	$

OPERATING EXPENSES

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

Purpose of Travel	Item	Computation	Cost
			$
			$
			$
			$
			$
			$
		Travel Total	$

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	$0

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

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	$2,118
		$
		$

Indirect Costs Total	$2,118

Year Three Total	$276,830

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 matrics 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 assesss 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 addditional 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.

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 with a 5% increase.

Indirect Costs

Court Fiscal Supervisor, Accountant, IS System Analyst and Assistant Court Executive Officer will support the program. Fiscal Supervisor and Accountant will obtain proper financial documentation from Court Staff and Consultants/Contracts to prepare and submit requests for reimbursement. Having developed data points for reporting, the IS System Analyst will continue to provide reports to meet program data collection requirements. The Court Executive Officer will provide oversight to the administrative staff assigned.

Summary

Court operation and administrative staff will support the pretrial program through Court Clerk/Pretrial Program Coordinator development of procedural guides and training materials. The Court Clerk/Pretrial Program Coordinator will have the primary role in administrering the pretrial program. The Court Operation Manager will provide monthly operational oversight to the program. Court clerk staff will provide support to the judicial officer with preparation of calendars, attendance at hearings, and preparation of minutes and orders. Court Reporter staff will attend hearings and provide verbatim record. Administrative staff will provide support with budget, submission of financial documentation for reimbursements and data collection reports.

El Dorado County Probation Department will support the pretrial program through Deputy Probation Officer staff that will provide assessment, recommendations to the court, supervision, services and reporting. Supervision may include electronic monitoring, drug testing, and referral to community providers. Analyst and Adult Supervisor staff will support the DPO and administer the program.

El Dorado County District Attorney's Office will support the pretrial program through Deputy District Attorney with respresentation of the People's interest at each of the pretrial release hearings. Victim Witness Advocate and Legal Secretary will support the program with notification and assistance to victims and support to DDA.

El Dorado County Public Defender's Office will support the pretrial program through Deputy Public Defender with respresentation of the offenders at pretrial release hearings.