

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of June, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and the SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO, whose address is 1100 Van Ness, Fresno, California 93721, hereinafter referred to as "COURT".

**WITNESSETH:**

WHEREAS, COURT has adult and juvenile Behavioral Health Courts (BHC) to provide treatment and rehabilitation to persons whose mental illness contributes to their non-violent criminal behavior; and,

WHEREAS, the goal of the BHC is to reduce the length of confinement for adult offenders with a serious mental illness or juvenile offenders with a serious emotional disturbance, improve their mental health and well-being, and reintegrate them into their communities; and,

WHEREAS, COURT has Adult Criminal PC 1000, Proposition 36 and Post-Conviction Drug Courts (Drug Courts) to provide intensive supervision and substance use treatment, and community-based drug education and support along with frequent reviews with the COURT; and,

WHEREAS, more than seventy percent (70%) of drug court participants have co-occurring mental health issues and evidence-based practices indicate a model of care that integrates treatment and services that address both the substance use disorders and mental health issues; and,

WHEREAS, COURT has family dependency treatment court (FDTC) to provide substance use treatment and services for parents who have abused or neglected their children due to addiction and are at risk of losing their parental rights; and,

WHEREAS, the BHC, Drug Courts, and FDTC strive to create effective working relationships between the treatment and criminal justice systems to increase access to treatment services, relieve jail over-crowding, reduce recidivism and improve public safety; and,

WHEREAS, COURT is in need of mental health and substance use treatment and supportive services, case management, care coordination, data gathering, and outcome evaluation for the BHC, the Drug Courts, and FDTC; and

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1 WHEREAS, COUNTY through its Department of Behavioral Health (DBH) has funding through  
2 Mental Health Services Act, Community Services and Supports to secure collaborative care coordination  
3 to provide said services; and,

4 WHEREAS, COURT is able and willing to provide BHC, Drug Courts, and FDTC care  
5 coordinators, their daily direction, and a work space adjacent to their respective courtrooms to maximize  
6 their productivity; and

7 WHEREAS, the COUNTY through its DBH-Substance Use Disorder Services is able to provide  
8 Drug Court services related to substance use disorders to Fresno County residents through the Fresno  
9 Superior Court; and

10 WHEREAS, funding is available to support Drug Court services through Behavioral Health  
11 Realignment out of the Local Revenue Fund 2011; and

12 WHEREAS, COURT agrees to provide the needed court services for Drug Court pursuant to the  
13 terms and conditions of this Agreement.

14 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto  
15 agree as follows:

16 **1. OBLIGATIONS OF THE COURT**

17 A. The COURT shall provide sufficient, qualified, and appropriate personnel, who  
18 may be employees and/or subcontractors, to provide mental health treatment services care  
19 coordination, data gathering and program development to support the BHC (juvenile/adult) and case  
20 management, substance use treatment services care coordination and data gathering to support the  
21 Drug Courts and FDTC, in accordance with the descriptions outlined in Exhibit A, attached hereto and  
22 by this reference incorporated herein. Said individuals will work at the main and/or juvenile courthouses  
23 between the hours of 8 a.m. and 5 p.m., Monday through Friday, except COURT holidays and other  
24 closure days.

25 B. The COURT shall provide sufficient, qualified, and appropriate personnel to  
26 facilitate the process of planning, implementation and execution of Drug Court services as listed in  
27 Exhibit B, attached hereto and by the reference incorporated herein.

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1 C. The COURT shall ensure that its personnel understand the confidentiality of the  
2 information shared by the participants in the BHC, Drug Courts, and FDTC and that its personnel  
3 execute and comply with the "Fresno County Confidentiality Requirements Acknowledgement and  
4 Agreement", attached hereto as Exhibit C and incorporated herein by this reference.

5 D. The COURT shall ensure that its personnel align programs, services, and  
6 practices with the vision, mission, and guiding principles of the COUNTY's DBH, as further described  
7 in Exhibit D, "Fresno County Department of Behavioral Health Guiding Principles of Care Delivery",  
8 attached hereto and by this reference incorporated herein.

9 E. COURT shall use its best efforts to keep COUNTY informed of the provisions of  
10 any laws, regulations, and local rules related to the provision of BHC, Drug Court, and FDTC services  
11 to ensure that COUNTY is aware of COURT's compliance with these requirements.

## 12 **2. OBLIGATIONS OF THE COUNTY**

13 A. COUNTY agrees to pay COURT for the services identified above in accordance  
14 with Section 5 below.

15 B. COUNTY's DBH shall use its best efforts to keep COURT informed of the  
16 provisions of any laws and regulations related to the provision of BHC, Drug Court, and FDTC services  
17 and the adjudication of such persons to ensure that COURT is in compliance with these requirements.

## 18 **3. TERM**

19 The term of this Agreement shall be for a period of three (3) years, commencing on July  
20 1, 2018 through and including June 30, 2021.

21 This Agreement, subject to State funding each year, may be extended for two (2)  
22 additional consecutive twelve (12) month periods upon written approval of both parties no later than  
23 thirty (30) days prior to the first day of the next twelve (12) month extension. The COUNTY's DBH  
24 Director, or his or her designee, is authorized to execute such written approval on behalf of COUNTY  
25 based on COURT's satisfactory performance.

## 26 **4. TERMINATION**

27 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
28 provided thereunder, are contingent on the approval of funds by the appropriating government agency.

1 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
2 terminated at any time by DBH providing COURT sixty (60) days advance written notice.

3 B. Breach of Contract – COUNTY may immediately suspend or terminate this  
4 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to the COUNTY; and
- 8 4) Improperly performed service.

9 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any  
10 breach of this Agreement or any default which may then exist on the part of the COURT. Neither shall  
11 such payment impair or prejudice any remedy available to COUNTY with respect to the breach or  
12 default. The COUNTY shall have the right to demand of the COURT the repayment to the COUNTY of  
13 any funds disbursed to the COURT under this Agreement, which in the judgment of COUNTY were not  
14 expended in accordance with the terms of this Agreement. COURT shall promptly refund any funds  
15 upon demand or, at COUNTY's option such repayment shall be deducted from future payments owing  
16 to COURT under this Agreement.

17 C. Without Cause - Under circumstances other than those set forth above, this  
18 Agreement may be terminated by COUNTY or COUNTY's DBH Director or his or her designee or  
19 COURT upon the giving of sixty (60) days advance written notice of an intention to terminate.

## 20 5. COMPENSATION

21 A. BHC, Drug Courts, and FDTC Care Coordinator Services - COUNTY shall  
22 reimburse COURT the actual monthly amount COURT pays to provide care coordinator services for the  
23 BHC, Drug Courts, and FDTC. Reimbursement is available only for activities delivered as required  
24 under this Agreement.

25 The maximum amount payable by COUNTY to COURT under this Agreement for  
26 said services shall not exceed Seventy Thousand and No/100 Dollars (\$70,000.00) during each twelve  
27 (12) month period of this Agreement. In no event shall the total maximum compensation for said services

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1 under this Agreement paid to COURT by COUNTY for the period July 1, 2018 through June 30, 2021  
2 exceed Two Hundred, Ten Thousand and No/100 Dollars (\$210,000.00).

3 If performance standards are met and this Agreement is extended for additional  
4 twelve (12) month terms pursuant to Section Three (3), TERM, herein, then in no event shall the  
5 maximum compensation amount for said services under this Agreement for each subsequent twelve  
6 (12) month period exceed Seventy Thousand and No/100 Dollars (\$70,000.00).

7 In no event shall the total maximum compensation of this Agreement for said  
8 services exceed Three Hundred, Fifty Thousand and No/100 Dollars (\$350,000.00) during the total term  
9 of this Agreement.

10 B. Drug Court Services - COUNTY agrees to pay COURT and COURT agrees to  
11 receive compensation for Drug Court services as identified in Exhibit E, attached hereto and by this  
12 reference incorporated herein, contingent upon confirmation of funding.

13 The maximum amount payable by COUNTY to COURT under this Agreement for  
14 said services shall not exceed Eighty Thousand, Four Hundred Forty-Five and No/100 Dollars  
15 (\$80,445.00) during each twelve (12) month period of this Agreement. In no event shall the total  
16 maximum compensation for said services under this Agreement paid to COURT by COUNTY for the  
17 period July 1, 2018 through June 30, 2021 exceed Two Hundred, Forty One Thousand, Three Hundred,  
18 Thirty-Five and No/100 Dollars (\$241,335.00).

19 If performance standards are met and this Agreement is extended for additional  
20 twelve (12) month terms pursuant to Section Three (3), TERM, herein, then in no event shall the  
21 maximum compensation amount for said services under this Agreement for each subsequent twelve  
22 (12) month period exceed Eighty Thousand, Four Hundred Forty-Five and No/100 Dollars (\$80,445.00).

23 In no event shall total maximum compensation for this Agreement for said services  
24 exceed Four Hundred Two Thousand Two Hundred Twenty-Five and No/100 Dollars (\$402,225.00)  
25 during the total term of this Agreement.

26 C. In no event shall the total compensation for all the services performed under this  
27 Agreement be in excess of Seven Hundred, Fifty-Two Thousand, Two Hundred, Twenty-Five and  
28 No/100 Dollars (\$752,225.00) during the total term of this Agreement.

1 D. It is understood that all expenses incidental to COURT's performance of services  
2 under this Agreement shall be borne by COURT. Payment by COUNTY shall be in arrears, for  
3 services provided during the previous month or quarter, within forty-five (45) days after receipt,  
4 verification and approval of COURT's invoices by COUNTY's DBH. If COURT should fail to comply  
5 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further  
6 compensation.

7 **6. INVOICING**

8 A. BHC, Drug Courts, and FDTC Care Coordinator Services - COURT shall invoice  
9 COUNTY's DBH by the fifteenth (15th) day of each month for the prior month's expenditures for BHC,  
10 Drug Court, and FDTC care coordinator services electronically via email to  
11 [DBHInvoices@co.fresno.ca.us](mailto:DBHInvoices@co.fresno.ca.us). Said invoices shall include applicable supporting documentation in  
12 detail such as dates of services, hours, and amount(s) invoiced for the month. Invoices shall be subject  
13 to County, State of California, and Federal audits.

14 B. Drug Court Services - COURT shall submit to COUNTY's DBH quarterly invoices  
15 detailing COURT's requested expenditure reimbursements for actual services provided pursuant to the  
16 terms and conditions of this Agreement. Quarterly claims shall itemize allowable charges and shall be  
17 submitted within thirty (30) calendar days of the preceding quarter's expenditures. Final year-end claims  
18 shall be submitted within thirty (30) calendar days of the end of each fiscal year (June 30). COUNTY's  
19 DBH shall have the right to deny payment for any invoices not submitted within thirty (30) days after the  
20 end of each fiscal year or the date this Agreement expires.

21 Once an invoice has been approved for payment by DBH, the Inter-Departmental  
22 Journal Voucher will be prepared to reimburse COURT for expenditures. The Inter-Departmental  
23 Journal Vouchers shall be subject to County, State and Federal audits.

24 All costs incurred shall be supported by properly executed payrolls, time records,  
25 invoices, vouchers, orders or any other accounting documents pertaining in whole or in part to this  
26 Agreement and they shall be clearly identified and readily accessible to DBH upon request. The  
27 supporting documentation must indicate the line item budget account to which the cost is charged, if  
28 applicable.

1 Invoices and all supporting documents shall be sent electronically via email to  
2 [sas@co.fresno.ca.us](mailto:sas@co.fresno.ca.us).

3 C. No reimbursement for actual services rendered under this Agreement shall be  
4 made until said invoices, as identified above, are received and reviewed by COUNTY's DBH. COUNTY  
5 agrees to reimburse COURT in arrears, within forty-five (45) days after receipt and verification of  
6 COURT's monthly or quarterly invoices by COUNTY's DBH. If invoices or activity reports are incorrect  
7 or are otherwise not in proper form or substance, COUNTY shall have the right to withhold payment as  
8 to only that portion of the invoice or activity report that is incorrect or improper.

9 **7. INDEPENDENT CONTRACTOR**

10 In performance of the work, duties, and obligations assumed by COURT under this  
11 Agreement, it is mutually understood and agreed that COURT, including any and all of COURTS'  
12 officers, agents and employees will at all times be acting and performing as an independent contractor,  
13 and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,  
14 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise  
15 or direct the manner or method by which COURT shall perform its work and function. However,  
16 COUNTY shall retain the right to administer this Agreement so as to verify that COURT is performing its  
17 obligations in accordance with the terms and conditions thereof.

18 COURT and COUNTY shall comply with all applicable provisions of law and the rules and  
19 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or  
20 indirectly the subject of this Agreement.

21 Because of its status as an independent contractor, COURT shall have absolutely no right to  
22 employment rights and benefits available to COUNTY employees. COURT shall be solely liable and  
23 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
24 addition, COURT shall be solely responsible and save COUNTY harmless from all matters relating to  
25 payment of CONTRACTOR(S)' employees, including compliance with Social Security, withholding, and all  
26 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
27 COURT may be providing services to others unrelated to the COUNTY or to this Agreement.

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2       **8.       MODIFICATION**

3           A.       Any matters of this Agreement may be modified from time to time by the written  
4 consent of all the parties without, in any way, affecting the remainder.

5           B.       Notwithstanding the above, changes to services, staffing, and responsibilities of  
6 the COURT, as needed, to accommodate changes in the laws relating to mental health and substance  
7 use disorder treatment, as set forth in Exhibit A and Exhibit B, may be made with the signed written  
8 approval of COUNTY's DBH Director or his or her designee and COURT through an amendment  
9 approved by COUNTY's Counsel and the COUNTY's Auditor-Controller's/Treasurer-Tax Collector's  
10 Office. Changes to line items in the budget, as set forth in Exhibit E, as appropriate, that do not exceed  
11 ten percent (10%) of the program total maximum compensation payable to COURT, may be made with  
12 the written approval of COUNTY's DBH Director, or his or her designee, and COURT. Changes in line  
13 items in the budget that exceed ten percent (10%) of the maximum compensation payable to COURT  
14 may be made with the signed written approval of COUNTY's DBH Director, or his or her designee,  
15 through an amendment approved by COUNTY's Counsel and the COUNTY's Auditor-  
16 Controller's/Treasurer-Tax Collector's Office. Said modifications shall not result in any change to the  
17 maximum compensation amount payable to COURT, as stated herein.

18           C.       COURT understands that reductions to the compensation under this Agreement  
19 may be necessitated by a reduction in available Behavioral Health Realignment funding. COURT further  
20 understands that this Agreement is subject to any restrictions, limitations, or enactments of all legislative  
21 bodies which affect the provisions, term or funding of this Agreement in any manner.

22       **9.       NON-ASSIGNMENT**

23           Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties  
24 under this Agreement without the prior written consent of the other party.

25       **10.      HOLD HARMLESS**

26           COURT agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the  
27 COUNTY, its officers, agents, and employees from any and all costs and expenses, including court costs  
28 and attorney fees, damages, liabilities, claims, and losses occurring or resulting to COUNTY in

1 connection with the performance, or failure to perform, by COURT, its officers, agents, contractors and  
2 employees under this Agreement, and from any and all costs and expenses, including court costs and  
3 attorney fees, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or  
4 corporation who may be injured or damaged by the performance, or failure to perform, of COURT,  
5 its officers, agents, contractors or employees under this Agreement. In addition, COURT agrees to  
6 indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from non-  
7 compliance herein on the part of COURT. COURT shall ensure any subcontract(s) awarded via this  
8 Agreement have limits and levels of liability protection equal to that required by COUNTY or COURT.

9 COUNTY agrees to indemnify, save, hold harmless, and at COURT's request, defend  
10 COURT, its officers, agents and employees from any and all costs and expenses, including court costs  
11 and attorney fees, damages, liabilities, claims and losses occurring or resulting to COURT in connection  
12 with the performance, or failure to perform, by COUNTY, its officers, agents, contractors and employees  
13 under this Agreement, and from any and all costs and expenses, including court costs and attorney fees,  
14 damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may  
15 be injured or damaged by the performance, or failure to perform, of COUNTY, its officers, agents,  
16 contractors or employees under this Agreement. In addition, COUNTY agrees to indemnify COURT for  
17 Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the  
18 part of COUNTY.

## 19 11. INSURANCE

20 COURT shall maintain applicable self-insurance coverage while providing services for  
21 COUNTY under the terms and conditions of this Agreement. The self-insurance programs do not limit  
22 COURT's liability as a contractor of services with COUNTY or limit COUNTY's right to seek  
23 indemnification from COURT for liability arising from its performance in accordance to the terms and  
24 conditions of this Agreement.

### 25 A. Commercial General Liability

26 Please see the COURT's Certificate of Participation, Exhibit G, regarding  
27 Commercial General Liability.

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1           B.     Automobile Liability

2                     Comprehensive Automobile Liability Insurance with limits of not less than One  
3 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should  
4 include any vehicles used in connection with this Agreement. The State of California Office of Risk and  
5 Insurance Management administers the State of California Motor Vehicle Self-Insurance Account that  
6 provides automobile public liability and property damage insurance coverage to COURT employees who  
7 drive a State-owned or leased motor vehicle on COURT business. There are no per-occurrence or  
8 annual aggregate limits.

9                     Insurance coverage for private vehicles used by COURT employees within the  
10 course and scope of employment at the statutory minimums required by law shall be maintained by  
11 COURT employee performing services under this Agreement. Excess liability coverage is provided  
12 through a program of self-insurance by the Judicial Council of California. There are no per-occurrence  
13 or annual aggregate limits.

14           C.     Professional Liability

15                     If COURT employs licensed professional staff (e.g. Ph.D., R.N., L.C.S.W.,  
16 L.M.F.T.) in providing services, Professional Liability Insurance with limits of not less than One Million  
17 Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. COURT  
18 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years  
19 following the termination of this Agreement, one or more policies of professional liability insurance with  
20 limits of coverage as specified herein. COURT is self-insured through the Judicial Council of California.  
21 There are no per-occurrence or annual aggregate limits.

22           D.     Cyber Liability

23                     Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or  
24 claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations  
25 as is undertaken by COURT in this agreement and shall include, but not be limited to, claims involving  
26 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade  
27 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,  
28 release of private information, alteration of electronic information, extortion and network security. The policy

1 shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit  
2 monitoring expenses with limits sufficient to respond to these obligations.

3 E. Worker's Compensation

4 A policy of Worker's Compensation Insurance as may be required by the California  
5 Labor Code. COURT is self-insured through the Judicial Council of California.

6 In the event COURT fails to keep in effect at all times insurance coverage as herein  
7 provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement  
8 upon the occurrence of such an event.

9 All policies shall be through a program of self-insurance that is acceptable to the  
10 COUNTY's Risk Management Division. COURT hereby represents that it maintains and shall maintain  
11 during the term of this Agreement, self-insurance for commercial general liability and automobile liability  
12 exposures through the Judicial Council of California. COURT shall provide a certificate of insurance or  
13 other documentation identifying the types and level of coverage to the County of Fresno, Department of  
14 Behavioral Health, Contracted Services Division, 3133 N. Millbrook Ave., Fresno, California, 93703.

15 **12. NON-DISCRIMINATION**

16 During the performance of this Agreement, COURT shall not deny the contract's benefits  
17 to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability,  
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
19 gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate  
20 unlawfully against any employee or applicant for employment because of race, religious creed, color,  
21 national origin, ancestry, physical disability, mental disability, medical condition, genetic information,  
22 marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and  
23 veteran status. COURT shall insure that the evaluation and treatment of employees and applicants for  
24 employment are free of such discrimination. COURT shall comply with the provisions of the Fair  
25 Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal.  
26 Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of  
27 the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the  
28 awarding state agency to implement such article. COURT shall permit access by representatives of the

1 Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at  
2 any time during the normal business hours, but in no case less than 24 hours' notice, to such of its  
3 books, records, accounts, and all other sources of information and its facilities as said Department or  
4 Agency shall require to ascertain compliance with this clause. COURT shall give written notice of their  
5 obligations under this clause to labor organizations with which they have a collective bargaining or other  
6 agreement. (See Cal. Code Regs., tit. 2, §11105.) COURT shall include the Non-Discrimination and  
7 compliance provisions of this clause in all subcontracts to perform work under the Agreement.

8 **13. AMERICANS WITH DISABILITIES ACT**

9 COURT agrees to ensure that deliverables developed and produced, pursuant to this  
10 Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and the  
11 Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794 (d)), and regulations implementing  
12 that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended  
13 the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information  
14 technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies  
15 section 508 of the Act requiring accessibility of electronic and information technology.

16 **14. CONFIDENTIALITY**

17 All services performed by COURT under this Agreement shall be in strict conformance  
18 with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

19 **15. MONITORING**

20 COURT agrees to extend to COUNTY's staff, COUNTY's DBH Director and the State  
21 Department of Health Care Services, or their designees, the right to review and monitor records,  
22 program or procedures, at any time, in regards to clients, as well as the overall operation of COURT's  
23 program, in order to ensure compliance with the terms and conditions of this Agreement.

24 **16. REPORTS**

25 A. Outcome Reports

26 COURT shall submit to COUNTY's DBH service outcome reports as requested by  
27 COUNTY's DBH. Outcome reports and outcome requirements are subject to change at the discretion  
28 of COUNTY's DBH.

1           B.     Additional Reports

2           COURT shall also furnish to COUNTY such statements, records, reports, data,  
3 and other information as COUNTY's DBH may request pertaining to matters covered by this Agreement.  
4 COUNTY shall provide, in a prior writing, a description of all the data required to be reported to ensure  
5 all necessary data is timely gathered and available for reporting. In the event that COURT fails to provide  
6 such reports or other information required hereunder, it shall be deemed sufficient cause for COUNTY  
7 to withhold payments until there is compliance. In addition, COURT shall provide written notification and  
8 explanation to COUNTY within five (5) days of any funds received from another source to conduct the  
9 same services covered by this Agreement.

10         **17.     RECORDS**

11           A.     Documentation – COUNTY shall provide a list of all the State of California data  
12 requirements for service records and reporting by COURT. COURT shall maintain all statistical and fiscal  
13 information required by law. COURT shall maintain records of services provided by the various program  
14 staff in sufficient detail, as provided by COUNTY in writing, to make possible an evaluation of services.  
15 These service records shall contain all the data necessary for reporting to the State of California.

16           B.     Fiscal Reports – COURT shall submit to COUNTY's DBH Business Office quarterly  
17 fiscal reports within twenty (20) days after the end of each quarter. Quarterly fiscal reports shall summarize  
18 the number of hours billed during the prior three (3) months. COURT shall also furnish to COUNTY's DBH  
19 Business Office such statements, records, data and information as COUNTY may request pertaining to  
20 matters covered by this Agreement. All reports submitted by COURT to COUNTY must be typewritten.

21           C.     Suspension of Compensation – COURT's failure to provide reports specified in the  
22 Agreement shall be deemed sufficient cause for COUNTY to withhold payments until there is compliance.

23           D.             Client Confidentiality – COURT shall conform to and COUNTY shall  
24 monitor compliance with all State of California and Federal statutes and regulations regarding  
25 confidentiality, including but not limited to confidentiality of information requirements at 42 Code of Federal  
26 Regulations § 2.1 et seq., California Welfare and Institutions Code §§ 5328, 10850 and 14100.2, Health  
27 and Safety Code §§ 11977 and 11812 Civil Code, Division 1, Part 2.6, 22 California Code of Regulations §  
28 51009.

1           **18.     EVALUATION**

2           COUNTY shall monitor and evaluate the performance of COURT under this Agreement to  
3 determine to the best possible degree the success or failure of the services provided under this Agreement.  
4 COURT shall participate in evaluation of the program.

5           **19.     REFERENCES TO LAWS AND RULES**

6           In the event any law, regulation, or policy referred to in this Agreement is amended during  
7 the term thereof, the parties hereto agree to comply with the amended provision as of the effective date  
8 of such amendment.

9           **20.     COMPLIANCE WITH STATE REQUIREMENTS**

10           COURT recognizes that COUNTY operates its mental health programs under an  
11 agreement with the State of California Department of Health Care Services, and that under said  
12 agreement the State imposes certain requirements on COUNTY and its subcontractors. COURT shall  
13 adhere to all State Requirements, including those identified in Exhibit F "State Mental Health  
14 Requirements", attached hereto and by this reference incorporated herein.

15           **21.     HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

16           A.     The parties to this Agreement shall be in strict conformance with all applicable  
17 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and  
18 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42, Code of  
19 Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health Insurance  
20 Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of Title 42,  
21 United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR,  
22 Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical  
23 Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic  
24 Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

25                     Except as otherwise provided in this Agreement, COURT, as a Business Associate  
26 of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or  
27 services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure  
28 shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d *et seq.* The

1 uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the  
2 “Covered Entity” under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for  
3 management, administrative or legal responsibilities of the Business Associate.

4 B. COURT, including its subcontractors and employees, shall protect, from  
5 unauthorized access, use, or disclosure of names and other identifying information, including genetic  
6 information, concerning persons receiving services pursuant to this Agreement, except where permitted in  
7 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i),  
8 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving services pursuant  
9 to a COUNTY funded program. This requirement applies to electronic PHI. COURT shall not use such  
10 identifying information or genetic information for any purpose other than carrying out COURT’s obligations  
11 under this Agreement.

12 C. COURT, including its subcontractors and employees, shall not disclose any such  
13 identifying information or genetic information to any person or entity, except as otherwise specifically  
14 permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the  
15 Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this  
16 Agreement or authorized by law, COURT shall make reasonable efforts to limit PHI to the minimum  
17 necessary to accomplish intended purpose of use, disclosure or request.

18 D. For purposes of the above sections, identifying information shall include, but not be  
19 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such  
20 as finger or voice print, or photograph.

21 E. For purposes of the above sections, genetic information shall include genetic tests of  
22 family members of an individual or individual, manifestation of disease or disorder of family members of an  
23 individual, or any request for or receipt of, genetic services by individual or family members. Family member  
24 means a dependent or any person who is first, second, third, or fourth degree relative.

25 F. COURT shall provide access, at the request of COUNTY, and in the time and manner  
26 designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an  
27 individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524 regarding access  
28 by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30)

1 days from request. Access may be extended if COURT cannot provide access and provides individual with  
 2 the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and  
 3 format requested by the individual or COUNTY.

4 COURT shall make any amendment(s) to PHI in a designated record set at the  
 5 request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance  
 6 with 45 CFR Section 164.526.

7 COURT shall provide to COUNTY or to an individual, in a time and manner  
 8 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit  
 9 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in accordance  
 10 with 45 CFR Section 164.528.

11 G. COURT shall report to COUNTY, in writing, any knowledge or reasonable belief that  
 12 there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured  
 13 PHI not permitted by this Agreement of which it becomes aware, immediately and without unreasonable  
 14 delay and in no case later than two (2) business days of discovery. Immediate notification shall be made  
 15 to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DPH HIPAA Representative,  
 16 within two (2) business days of discovery. The notification shall include, to the extent possible, the  
 17 identification of each individual whose unsecured PHI has been, or is reasonably believed to have been,  
 18 accessed, acquired, used, disclosed, or breached. COURT shall take prompt corrective action to cure any  
 19 deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and  
 20 State Laws and regulations. COURT shall investigate such breach and is responsible for all notifications  
 21 required by law and regulation or deemed necessary by COUNTY and shall provide a written report of the  
 22 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and  
 23 COUNTY's DPH HIPAA Representative. This written investigation and description of any reporting  
 24 necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the  
 25 addresses below:

26 County of Fresno  
 27 Dept. of Behavioral Health  
 28 HIPAA Representative  
 (559) 600-6798  
 3147 N. Millbrook Ave  
 Fresno, CA 93703

County of Fresno  
 Dept. of Public Health  
 Privacy Officer  
 (559) 600-6405  
 P.O. Box 11867  
 Fresno, CA 93775

County of Fresno  
 Information Technology Services  
 Information Security Officer  
 (559) 600-5800  
 2048 N. Fine Street  
 Fresno, CA 93727

1 H. COURT shall make its internal practices, books, and records relating to the use and  
2 disclosure of PHI received from COUNTY, or created or received by the COURT on behalf of COUNTY,  
3 in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements set forth in Title 45,  
4 CFR, Sections 160 and 164. COURT shall make its internal practices, books, and records relating to the  
5 use and disclosure of PHI received from COUNTY, or created or received by the COURT on behalf of  
6 COUNTY, available to the United States Department of Health and Human Services (Secretary) upon  
7 demand.

8 COURT shall cooperate with the compliance and investigation reviews conducted by the Secretary. PHI  
9 access to the Secretary must be provided during the COURT's normal business hours, however, upon  
10 exigent circumstances access at any time must be granted. Upon the Secretary's compliance or  
11 investigation review, if PHI is unavailable to COURT and in possession of a Subcontractor, it must certify  
12 efforts to obtain the information to the Secretary.

13 I. Safeguards

14 COURT shall implement administrative, physical, and technical safeguards as  
15 required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect  
16 the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives,  
17 maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure,  
18 or breach of PHI other than as provided for by this Agreement. COURT shall conduct an accurate and  
19 thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of  
20 electronic PHI. COURT shall develop and maintain a written information privacy and security program that  
21 includes administrative, technical and physical safeguards appropriate to the size and complexity of  
22 COURT's operations and the nature and scope of its activities. Upon COUNTY's request, COURT shall  
23 provide COUNTY with information concerning such safeguards.

24 COURT shall implement strong access controls and other security safeguards and precautions in order to  
25 restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users  
26 only. Said safeguards and precautions shall include the following administrative and technical password  
27 controls for all systems used to process or store confidential, personal, or sensitive data:

- 28 1. Passwords must not be:

1 a. Shared or written down where they are accessible or recognizable  
2 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

3 b. A dictionary word; or

4 c. Stored in clear text

5 2. Passwords must be:

6 a. Eight (8) characters or more in length;

7 b. Changed every ninety (90) days;

8 c. Changed immediately if revealed or compromised; and

9 d. Composed of characters from at least three (3) of the following  
10 four (4) groups from the standard keyboard:

11 1) Upper case letters (A-Z);

12 2) Lowercase letters (a-z);

13 3) Arabic numerals (0 through 9); and

14 4) Non-alphanumeric characters (punctuation symbols).

15 COURT shall implement the following security controls on each workstation or  
16 portable computing device (e.g., laptop computer) containing confidential,  
17 personal, or sensitive data:

18 1. Network-based firewall and/or personal firewall;

19 2. Continuously updated anti-virus software; and

20 3. Patch management process including installation of all operating  
21 system/software vendor security patches.

22 COURT shall utilize a commercial encryption solution that has received FIPS 140-  
23 2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media  
24 (including, but not limited to, compact disks and thumb drives) and on portable computing devices  
25 (including, but not limited to, laptop and notebook computers).

26 COURT shall not transmit confidential, personal, or sensitive data via e-mail or  
27 other internet transport protocol unless the data is encrypted by a solution that has been validated by  
28 the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption

1 Standard (AES) Algorithm. COURT must apply appropriate sanctions against its employees who fail to  
2 comply with these safeguards. COURT must adopt procedures for terminating access to PHI when  
3 employment of employee ends.

4 J. Mitigation of Harmful Effects

5 COURT shall mitigate, to the extent practicable, any harmful effect that is  
6 suspected or known to COURT of an unauthorized access, viewing, use, disclosure, or breach of PHI  
7 by COURT or its subcontractors in violation of the requirements of these provisions. COURT must  
8 document suspected or known harmful effects and the outcome.

9 K. COURT's Subcontractors

10 COURT shall ensure that any of its contractors, including subcontractors, if  
11 applicable, to whom COURT provides PHI received from or created or received by COURT on behalf of  
12 COUNTY, agree to the same restrictions, safeguards, and conditions that apply to COURT with respect  
13 to such PHI and to incorporate, when applicable, the relevant provisions of these provisions into each  
14 subcontract or sub-award to such agents or subcontractors.

15 L. Employee Training and Discipline

16 COURT shall train and use reasonable measures to ensure compliance with the  
17 requirements of these provisions by employees who assist in the performance of functions or activities  
18 on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees  
19 who intentionally violate any provisions of these provisions, including termination of employment.

20 M. Termination for Cause

21 Upon COUNTY's knowledge of a material breach of these provisions by COURT,  
22 COUNTY shall either:

23 1. Provide an opportunity for COURT to cure the breach or end the violation  
24 and terminate this Agreement if COURT does not cure the breach or end the violation within the time  
25 specified by COUNTY; or

26 2. Immediately terminate this Agreement if COURT has breached a material  
27 term of these provisions and cure is not possible.

28 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer

1 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

2 N. Judicial or Administrative Proceedings

3 COUNTY may terminate this Agreement in accordance with the terms and  
4 conditions of this Agreement as written hereinabove, if: (1) COURT is found guilty in a criminal  
5 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or  
6 stipulation that the COURT has violated a privacy or security standard or requirement of the HITECH  
7 Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which the COURT  
8 is a party.

9 O. Effect of Termination

10 Upon termination or expiration of this Agreement for any reason, COURT shall  
11 return or destroy all PHI received from COUNTY (or created or received by COURT on behalf of  
12 COUNTY) that COURT still maintains in any form, and shall retain no copies of such PHI. If return or  
13 destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such  
14 information, and limit further use of such PHI to those purposes that make the return or destruction of  
15 such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or  
16 agents, if applicable, of COURT. If COURT destroys the PHI data, a certification of date and time of  
17 destruction shall be provided to the COUNTY by COURT.

18 P. Disclaimer

19 COUNTY makes no warranty or representation that compliance by COURT with  
20 these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory for  
21 CONTRACTOR's own purposes or that any information in COURT's possession or control, or  
22 transmitted or received by COURT, is or will be secure from unauthorized access, viewing, use,  
23 disclosure, or breach. COURT is solely responsible for all decisions made by COURT regarding the  
24 safeguarding of PHI.

25 Q. Amendment

26 The parties acknowledge that Federal and State laws relating to electronic data  
27 security and privacy are rapidly evolving and that amendment of these provisions may be required to  
28 provide for procedures to ensure compliance with such developments. The parties specifically agree to

1 take such action as is necessary to amend this agreement in order to implement the standards and  
2 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to  
3 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written  
4 notice in the event that COURT does not enter into an amendment providing assurances regarding the  
5 safeguarding of PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards and  
6 requirements of HIPAA, the HIPAA regulations and the HITECH Act.

7 R. No Third-Party Beneficiaries

8 Nothing express or implied in the terms and conditions of these provisions is intended to confer, nor  
9 shall anything herein confer, upon any person other than COUNTY or COURT and their respective  
10 successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11 S. Interpretation

12 The terms and conditions in these provisions shall be interpreted as broadly as  
13 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The  
14 parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved in  
15 favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

16 T. Regulatory References

17 A reference in the terms and conditions of these provisions to a section in the  
18 HIPAA regulations means the section as in effect or as amended.

19 U. Survival

20 The respective rights and obligations of COURT as stated in this Section shall  
21 survive the termination or expiration of this Agreement.

22 V. No Waiver of Obligations

23 No change, waiver or discharge of any liability or obligation hereunder on any one  
24 or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or  
25 shall prohibit enforcement of any obligation on any other occasion.

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1           **22.     DATA SECURITY**

2           For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
3 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of  
4 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter  
5 into a contractual relationship with the COUNTY for the purpose of providing services under this  
6 Agreement must employ adequate data security measures to protect the confidential information  
7 provided to COURT by the COUNTY, including but not limited to the following:

8           A.     COURT-Owned Mobile, Wireless, or Handheld Devices

9           COURT may not connect to COUNTY networks via personally owned mobile,  
10 wireless or handheld devices, unless the following conditions are met:

- 11                     1)     COURT has received authorization by COUNTY for telecommuting  
12 purposes;
- 13                     2)     Current virus protection software is in place;
- 14                     3)     Mobile device has the remote wipe feature enabled; and
- 15                     4)     A secure connection is used.

16           B.     COURT-Owned Computers or Computer Peripherals

17           COURT may not bring COURT-owned computers or computer peripherals into the  
18 COUNTY for use without prior authorization from the COUNTY's Chief Information Officer, and/or his or  
19 her designee(s), including but not limited to mobile storage devices. If data is approved to be transferred,  
20 data must be stored on a secure server approved by the COUNTY and transferred by means of a Virtual  
21 Private Network (VPN) connection, or another type of secure connection. Said data must be encrypted.

22           C.     COUNTY-Owned Computer Equipment

23           COURT may not use COUNTY computers or computer peripherals on non-  
24 COUNTY premises without prior authorization from the COUNTY's Chief Information Officer, and/or his  
25 or her designee(s).

26           D.     COURT may not store COUNTY's private, confidential or sensitive data on any  
27 hard-disk drive, portable storage device, or remote storage installation unless encrypted.

28     ///

1 E. COURT shall be responsible to employ strict controls to ensure the integrity and  
2 security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
3 disclosure of data maintained in computer files, program documentation, data processing systems,  
4 data files and data processing equipment which stores or processes COUNTY data internally and  
5 externally.

6 F. Confidential client information transmitted to one party by the other by means of  
7 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128  
8 BIT or higher. Additionally, a password or pass phrase must be utilized.

9 G. COURT is responsible to immediately notify COUNTY of any violations, breaches  
10 or potential breaches of security related to COUNTY's confidential information, data maintained in  
11 computer files, program documentation, data processing systems, data files and data processing  
12 equipment which stores or processes COUNTY data internally or externally.

13 H. COUNTY shall provide oversight to COURT's response to all incidents arising from  
14 a possible breach of security related to COUNTY's confidential client information provided to COURT.  
15 COURT will be responsible to issue any notification to affected individuals as required by law or as  
16 deemed necessary by COUNTY in its sole discretion. COURT will be responsible for all costs incurred  
17 as a result of providing the required notification.

18 **23. AUDITS AND INSPECTIONS**

19 COURT shall at any time during business hours, and as often as COUNTY may deem  
20 necessary, make available to COUNTY for examination all of its records and data with respect to the  
21 matters covered by this Agreement. COURT, upon request by COUNTY, shall permit COUNTY to audit  
22 and inspect all such records and data necessary to ensure COURT compliance with the terms of this  
23 Agreement.

24 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), COURT shall  
25 be subject to the examination and audit of the State Auditor for a period of three (3) years after final  
26 payment under contract (Government Code Section 8546.7).

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1           **24.     COMPLIANCE WITH LAWS/POLICIES**

2           COURT shall comply with all applicable rules and regulations set forth in Titles 9 and 22 of  
 3 the California Code of Regulations, and California Health and Safety Code section 11750 et seq. COURT  
 4 shall comply with any other Federal and State laws or guidelines applicable to COURT's performance under  
 5 this Agreement and any applicable local ordinances, regulations, or policies.

6           **25.     CONFLICT OF INTEREST**

7           No officer, agent, or employee of COUNTY who exercises any function or responsibility for  
 8 planning and carrying out the services provided under this Agreement shall have any direct or indirect  
 9 personal financial interest in this Agreement. COURT shall comply with all Federal, State of California, and  
 10 local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and  
 11 beneficiaries under this Agreement and any officer, agent, or employee of COUNTY.

12           **26.     NOTICES**

13           The persons and their addresses having authority to give and receive notices under this  
 14 Agreement include the following:

<u>COUNTY</u>	<u>COURT</u>
Director, Fresno County Department of Behavioral Health 4441 East Kings Canyon Ave. Fresno, CA 93702	Court Executive Officer, Superior Court of California, County of Fresno 1100 Van Ness Avenue Fresno, CA 93721

19           Any and all notices between the COUNTY and the COURT provided for or permitted under  
 20 this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered  
 21 to one of the parties, or in lieu of such personal services, when deposited in the United States Mail,  
 22 postage prepaid, addressed to such party.

23           **27.     GOVERNING LAW**

24           Venue for any action arising out of or related to this Agreement shall only be in Fresno  
 25 County, California.

26           The rights and obligations of the parties and all interpretation and performance of this  
 27 Agreement shall be governed in all respects by the laws of the State of California.

28     ///

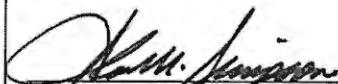


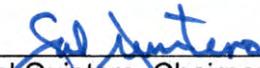
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3  
4  
5 **CONTRACTOR**

**COUNTY OF FRESNO**

6 SUPERIOR COURT OF CALIFORNIA  
7 COUNTY OF FRESNO

8   
9 \_\_\_\_\_  
Alan M. Simpson, Presiding Judge

  
\_\_\_\_\_   
Sal Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

11 **ATTEST:**  
12 Bernice E. Seidel  
13 Clerk of the Board of Supervisors  
14 County of Fresno, State of California

15  
16  
17 By: Susan Bishop  
18 Deputy

19 **MAILING ADDRESS:**  
20 1100 Van Ness Avenue  
21 Fresno, California 93724-0002  
22 Phone No.: (559) 457-2010  
23 Contact: Court Executive Officer

24 **FOR ACCOUNTING USE ONLY:**  
25 Department of Behavioral Health  
26 Fund/Subclass: 0001/10000  
27 Org No.: 56304710, 56302091  
28 Account No.: 7295

Superior Court  
Fund/Subclass: 0001/10000  
Org No.: 34309999

ev:jc

## **COURT CARE COORDINATOR SERVICES SCOPE OF WORK**

Under the supervision of a Division Manager, Court Care Coordination is utilized to provide a variety of services to the COURT including administrative and program duties in the operation of a Fresno County Specialty Court, also known as a Collaborative Treatment Court. The Collaborative Treatment Courts include, but are not limited to, Adult Criminal Drug Court, Juvenile Delinquency Drug Court, Juvenile/Family Behavioral Health Court, Adult Behavioral Health Court, Family Dependency Treatment Court and any other specialty court programs that may be established in the future.

### **I. The Court Care Coordination services provided under this Agreement are as follows:**

- A. Serve as a liaison between the judge presiding over the Collaborative Treatment Courts, various COUNTY Departments responsible for providing mental health, substance abuse treatment and related services, and community-based organizations and private providers who have agreed to provide services to each treatment court.
- B. Provide direct service, care coordination and program development activities that increase access, build capacity and remove barriers for those involved in the justice system in need of treatment and support services.
- C. Plan and participate in the Collaborative Court team meetings
- D. Coordinate the intakes and various initial screens and assessments that provide the Collaborative Court team an accurate understanding of the participants' and families' needs.
- E. Provide administrative assistance in the monitoring of the treatment plan regarding its effectiveness and compliance by treatment providers.
- F. Identify and analyze resources and treatment providers in the community.
- G. Encourage treatment providers to maintain updated Dashboard profiles
- H. Identify gaps in services and assist in the development of resources in the community to fill in said gaps through collaboration.
- I. Coordinate and maintain a data collection and reporting system (i.e., data entry, track and analyze statistics, draft reports) to reflect outcomes, both measurable and indeterminate.
- J. Perform other activities associated with program planning and development, and other duties as assigned.

### **II. Adult Criminal Drug Courts**

#### **A. Background and Purpose**

Due to the high number of misdemeanor drug court participants in PC 1000 drug court who do not receive formal probation, Drug Court Services Care Coordination include additional case management and care coordination services. The Drug Court Services Care Coordinator is responsible for increasing access to services, building capacity and removing barriers for participants in

Drug Courts who are in need of substance use disorder and mental health treatment services as well as supportive services.

B. Description of Additional Services

The additional Drug Court Care Coordination Services (“Services”) include:

- i. Work one-on-one with clients to understand and comply with court orders, program requirements, and dual-diagnosis treatment plans.
- ii. Guide clients in obtaining or in reinstating public benefits coverage to support their recovery needs.
- iii. Provide direct services and coordinate referrals to mental health and substance abuse treatment, wrap services and support services.
- iv. Establish and maintain confidential electronic and hard copy case files for drug court participants who receive additional case management services for purposes of case management and outcome tracking.

## **DRUG COURT SERVICES SCOPE OF WORK**

COURT shall provide facilitation of planning, implementation and execution of Drug Courts for adults, hereinafter "Drug Court services". As of January 2018, there are three levels of Drug Court: PC1000, Proposition 36, and STAR Post-Conviction Drug Court. They are collectively referred to as "Criminal Drug Court". The following are services provided by COURT and the staff funded through this Agreement.

The average case volume for Criminal Drug Court is approximately 200 new cases per month. Defendants who wish to enter PC 1000 Drug Court do so before entering a plea, after their eligibility for diversion has been determined by their attorney, and suitability has been determined by the court. Substance Abuse Specialists screen each defendant to assess their level of addiction, and recommend either education or treatment. Once defendants enter the drug court program, they are called clients or participants.

The PC1000 Drug Court program takes a minimum of 6 months during which participants attend court regularly, engage in substance abuse treatment and mental health therapy, attend self-help groups such as Narcotics Anonymous/ Alcoholics Anonymous and participate in required drug testing. Probation does not supervise PC1000 participants as they are in a pre-plea diversion program for a misdemeanor charge. The frequency of treatment sessions and court appearances is based on the individual participant's progress or relapse. Upon successful completion of assigned education or treatment program, the charges are dismissed and may be sealed.

If participants fail or are found to be unsuitable for PC1000 Drug Court, yet wish to receive treatment, they are eligible for Proposition 36 Drug Court. In Prop 36 Drug Court, defendants plead guilty to the charge and are sentenced. Participants are on formal probation supervision. Prop 36 Drug Court lasts at least one (1) year, but no more than two (2) years. The frequency of treatment sessions, intensity of supervision and court appearances is based on the individual participant's progress or relapse. Upon successful completion of Prop 36 court, the charges may be dismissed.

If participants fail or are found to be unsuitable for Prop 36 Drug Court, they are eligible to enter STAR court, also known as Post-Conviction Drug Court. Participants are on formal probation, and receive higher levels of supervision. STAR drug court lasts at least one (1) year but no more than two (2) years. Participants remain on probation until they finish. If they are unsuccessful or drop out, the charge is left on their record. Upon successful completion of STAR court, the charges may be dismissed.

The following are representative duties of the COURT Judicial Assistants in the courtroom:

- Prepare the files for court.
- Prepare the calendar.
- Print and distribute copies of the calendar to the appropriate parties.
- Calendar any Violation of Probation (VOP) hearings requested by probation.
- Coordinate and track distribution of participant incentives and bus tokens with division manager and drug court team members.
- File all reports received from the various drug court team members prior to the drug court hearings.

- Receive "Applause" lists and organize lists by participant status, i.e. in compliance, out of compliance, and remands.
- Receive and file-stamp documents.
- Complete all worksheets for entry.
- Answer questions from the drug court team members, the treatment provider, and Fresno County Jail (FCJ).
- Serve as liaison between courtroom and care coordination services.
- Complete minute orders/worksheets for data entry.
- Process prison packets.
- Distribute minute orders to the probation officer, attorneys, and participants.
- Distribute minute orders to the FCJ.
- File cases.

The COURT Account Clerk provides services related to fund tracking and billing.

The representative duties for Drug Court Care Coordination are detailed in Exhibit A.

**FRESNO COUNTY  
CONFIDENTIALITY REQUIREMENTS  
ACKNOWLEDGEMENT AND AGREEMENT**

**I. INTRODUCTION**

All persons working with the Fresno County Superior Court (COURT) including any of the following: Behavioral Health Courts, Drug Courts, and Family Dependency Treatment Court will observe and receive private and confidential information regarding court participants (Participants). This information can include, but is not necessarily limited to, medical, mental health, social, financial, and educational information.

All persons working with COURT are required, either by law or by the terms of their employment, to protect the confidentiality of Participant information. For purposes of this Agreement, a person is working with the COURT if he/she is an employee, a subcontractor, a volunteer, a student, is assigned to a COURT program through an educational program, or is appointed to a board or committee requiring contact with Participant information. Such persons will hereinafter be referred to in this Agreement as "COURT personnel".

All COURT personnel must read and sign this Acknowledgment and Agreement and agree to protect the confidentiality of COURT's Participant information.

**II. LAWS PERTAINING TO CONFIDENTIALITY**

COURT recognizes that each Participant has a right to privacy granted by Federal and State laws. That means each Participant has a right to have their private, confidential information protected from unauthorized disclosure. A violation of these laws can result in criminal prosecution, civil liability, and termination of employment.

**III. COURT POLICY REGARDING CONFIDENTIALITY**

As a matter of policy and in compliance with Federal and State laws, all COURT personnel must know the COURT policies and procedures regarding confidential information, including Protected Health Information as defined by HIPAA (all requirements under HIPAA are defined in the COUNTY Agreement with the COURT), that are necessary and appropriate to carry out his/her function for COURT. COURT personnel must also exercise extreme care in the use of confidential information obtained from Participants, case records, fellow workers, records and employees of other agencies, and from any other source. COURT personnel are to refrain from seeking confidential information on Participants if that information is not necessary to carry out his/her work. Commentary regarding Participants as recorded in case records shall be limited to formal discussions that are pertinent to the provision of services to Participants and/or to the formal training of workers. All COURT personnel shall make reasonable efforts to limit requests for and disclosures of protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Participation in "gossip sessions" at any time with anyone regarding Participants and/or records is contrary to COURT policy and to the law. Handling case records or other documents which contain Participant information in such a way that the document is open to view by others is also contrary to COURT policy and the law. No unauthorized person is permitted to accompany any COURT personnel in interviews with

Participants, whether these interviews take place on our work site, in a Participant's home, or elsewhere.

**IV. ACKNOWLEDGEMENT AND AGREEMENT**

I hereby acknowledge that I have read, and/or have had read to me, the above information regarding confidentiality. I understand and accept my responsibilities under this agreement, and will use all information pertaining to COURT Participants in a professional and confidential manner. I further understand that failure to protect Participant information from unauthorized disclosure constitutes a breach of ethics, a violation of COURT policy, and a violation of State and Federal Law. I further understand that violation of this policy can result in disciplinary action, up to and including termination of my contracted services.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

WITNESS: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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### **DBH VISION:**

Health and well-being for our community.

### **DBH MISSION:**

The Department of Behavioral Health is dedicated to supporting the wellness of individuals, families and communities in Fresno County who are affected by, or are at risk of, mental illness and/or substance use disorders through cultivation of strengths toward promoting recovery in the least restrictive environment.

### **DBH GOALS:**

Quadruple Aim

- Deliver quality care
- Maximize resources while focusing on efficiency
- Provide an excellent care experience
- Promote workforce well-being

### **GUIDING PRINCIPLES OF CARE DELIVERY:**

The DBH 11 principles of care delivery define and guide a system that strives for excellence in the provision of behavioral health services where the values of wellness, resiliency, and recovery are central to the development of programs, services, and workforce. The principles provide the clinical framework that influences decision-making on all aspects of care delivery including program design and implementation, service delivery, training of the workforce, allocation of resources, and measurement of outcomes.

#### 1. Principle One - Timely Access & Integrated Services

- Individuals and families are connected with services in a manner that is streamlined, effective, and seamless
- Collaborative care coordination occurs across agencies, plans for care are integrated, and whole person care considers all life domains such as health, education, employment, housing, and spirituality
- Barriers to access and treatment are identified and addressed
- Excellent customer service ensures individuals and families are transitioned from one point of care to another without disruption of care

#### 2. Principle Two - Strengths-based

- Positive change occurs within the context of genuine trusting relationships

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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- Individuals, families, and communities are resourceful and resilient in the way they solve problems
- Hope and optimism is created through identification of, and focus on, the unique abilities of individuals and families

### 3. Principle Three - Person-driven and Family-driven

- Self-determination and self-direction are the foundations for recovery
- Individuals and families optimize their autonomy and independence by leading the process, including the identification of strengths, needs, and preferences
- Providers contribute clinical expertise, provide options, and support individuals and families in informed decision making, developing goals and objectives, and identifying pathways to recovery
- Individuals and families partner with their provider in determining the services and supports that would be most effective and helpful and they exercise choice in the services and supports they receive

### 4. Principle Four - Inclusive of Natural Supports

- The person served identifies and defines family and other natural supports to be included in care
- Individuals and families speak for themselves
- Natural support systems are vital to successful recovery and the maintaining of ongoing wellness; these supports include personal associations and relationships typically developed in the community that enhance a person's quality of life
- Providers assist individuals and families in developing and utilizing natural supports.

### 5. Principle Five - Clinical Significance and Evidence Based Practices (EBP)

- Services are effective, resulting in a noticeable change in daily life that is measurable.
- Clinical practice is informed by best available research evidence, best clinical expertise, and client values and preferences
- Other clinically significant interventions such as innovative, promising, and emerging practices are embraced

### 6. Principle Six - Culturally Responsive

- Values, traditions, and beliefs specific to an individual's or family's culture(s) are valued and referenced in the path of wellness, resilience, and recovery

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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- Services are culturally grounded, congruent, and personalized to reflect the unique cultural experience of each individual and family
- Providers exhibit the highest level of cultural humility and sensitivity to the self-identified culture(s) of the person or family served in striving to achieve the greatest competency in care delivery

### 7. Principle Seven - Trauma-informed and Trauma-responsive

- The widespread impacts of all types of trauma are recognized and the various potential paths for recovery from trauma are understood
- Signs and symptoms of trauma in individuals, families, staff, and others are recognized and persons receive trauma-informed responses
- Physical, psychological and emotional safety for individuals, families, and providers is emphasized

### 8. Principle Eight - Co-occurring Capable

- Services are reflective of whole-person care; providers understand the influence of bio-psycho-social factors and the interactions between physical health, mental health, and substance use disorders
- Treatment of substance use disorders and mental health disorders are integrated; a provider or team may deliver treatment for mental health and substance use disorders at the same time

### 9. Principle Nine - Stages of Change, Motivation, and Harm Reduction

- Interventions are motivation-based and adapted to the client's stage of change
- Progression through stages of change are supported through positive working relationships and alliances that are motivating
- Providers support individuals and families to develop strategies aimed at reducing negative outcomes of substance misuse through a harm reduction approach
- Each individual defines their own recovery and recovers at their own pace when provided with sufficient time and support

### 10. Principle Ten - Continuous Quality Improvement and Outcomes-Driven

- Individual and program outcomes are collected and evaluated for quality and efficacy
- Strategies are implemented to achieve a system of continuous quality improvement and improved performance outcomes

# Fresno County Department of Behavioral Health

## Guiding Principles of Care Delivery

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- Providers participate in ongoing professional development activities needed for proficiency in practice and implementation of treatment models

### 11. Principle Eleven - Health and Wellness Promotion, Illness and Harm Prevention, and Stigma Reduction

- The rights of all people are respected
- Behavioral health is recognized as integral to individual and community well-being
- Promotion of health and wellness is interwoven throughout all aspects of DBH services
- Specific strategies to prevent illness and harm are implemented at the individual, family, program, and community levels
- Stigma is actively reduced by promoting awareness, accountability, and positive change in attitudes, beliefs, practices, and policies within all systems
- The vision of health and well-being for our community is continually addressed through collaborations between providers, individuals, families, and community members

Fresno Superior Court  
Drug Court Services  
FY 2018 – 2019 through FY 2022 - 2023

Budget Categories – Line Item Description		Total Budget	To be Funded by County FTE	To Be Funded by County
PERSONNEL SALARIES	FTE			
Account Clerk III	.02	\$998.00	.02	\$998.00
Judicial Assistant II	.85	\$87,241.00	.70	\$71,846.00
PERSONNEL SALARIES TOTAL		\$88,239.00		\$72,844.00
OPERATING EXPENSES				
Client incentives, bus tokens and program supplies		\$7,601.00		\$7,601.00
OPERATING TOTAL		\$7,601.00		\$7,601.00
<b>TOTAL PROGRAM EXPENSES</b>		\$95,840.00		\$80,445.00

## STATE MENTAL HEALTH REQUIREMENTS

### 1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

### 2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

### 3. CONFIDENTIALITY

Superior Court of California, County of Fresno and its subcontractors (hereinafter "COURT") shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

### 4. NON-DISCRIMINATION

#### A. Eligibility for Services

COURT shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, sexual preference or gender identification be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

#### B. Employment Opportunity

COURT shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, sexual preference or gender identification in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

- C. Suspension of Compensation  
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until COURT can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.
- D. Nepotism  
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by COURT who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of COURT.

5. **PATIENTS' RIGHTS**

COURT shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.

**STATE CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: COURT has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 111 02) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: COURT will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on this Agreement will:
    - 1) receive a copy of the COURT's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the COURT's statement as a condition of employment on this Agreement.

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and COURT may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the COURT has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: COURT certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against COURT within the immediately preceding two (2) year period because of COURT's failure to comply with an order of a Federal court, which orders COURT to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. EXPATRIATE CORPORATIONS: COURT hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. DOMESTIC PARTNERS: For contracts of \$100,000 or more, COURT certifies that COURT is in compliance with Public Contract Code Section 10295.3.
6. GENDER IDENTITY: For contracts of \$100,000 or more, COURT certifies that COURT is in compliance with Public Contract Code Section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: COURT needs to be aware of the following provisions regarding current or former state employees. If COURT has any questions on the status of any person rendering services or involved with this Agreement, the awarding agency must be contacted immediately for clarification.

#### Current State Employees (Pub. Contract Code §10410):

a). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

b). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

#### Former State Employees (Pub. Contract Code §10411):

a). For the two (2) year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

b). For the twelve (12) month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving state service.

If COURT violates any provisions of above paragraphs, such action by COURT shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: COURT needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and COURT affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: COURT assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. SUBCONTRACTOR NAME CHANGE: An amendment is required to change a subcontractor's name as listed on the agreement with COURT. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the subcontractor(s) is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law has authority to enter into an agreement, authorizing execution of the agreement.
  7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the COURT shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
  8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
  9. INSPECTION and Audit of Records and access to Facilities.

The State, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of COURT or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

Federal database checks.

Consistent with the requirements at §455.436 of this chapter, the State must confirm the identity and determine the exclusion status of COURT, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of COURT through routine checks of Federal databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), and any other databases as the State or Secretary may prescribe. These databases must be consulted upon contracting and no less frequently than monthly thereafter. If the State finds a party that is excluded, it must promptly notify the COURT and take action consistent with §438.610(c).

The State must ensure that COURT with which the State contracts under this part is not located outside of the United States and that no claims paid by a COURT to a network provider, out-of-network provider, subcontractor or financial institution located outside of the U.S. are considered in the development of actuarially sound capitation rates.



## JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102

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# MEMORANDUM

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**TO:** County of Fresno

**FROM:** Oliver Cheng, Attorney 

**DATE:** May 29, 2018

**SUBJECT/  
PURPOSE OF  
MEMO:** Certificate of Participation: California Judicial Branch Litigation  
Management Program

**CONTACT FOR  
FURTHER  
INFORMATION:**      **NAME:** Oliver Cheng      **TEL:** 415-865-4616      **EMAIL:** oliver.cheng@jud.ca.gov

### PURPOSE OF MEMO

This memo responds to your request to the Superior Court of California, County of Fresno, for a certificate of commercial liability insurance in connection with an MOU for program services. Please retain this memo as your proof of the court's participation in the Litigation Management Program of the judicial branch of the State of California. This program is in lieu of commercial liability insurance.

### OVERVIEW

The superior court is an entity of the judicial branch of the State of California. The Judicial Council of California established the Litigation Management Program to address litigation and claims against judicial branch entities,<sup>1</sup> including the superior courts. The program is

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<sup>1</sup> "Judicial branch entities" are defined in section 900.3 of the Government Code as including the superior courts, the Courts of Appeal, the Supreme Court, and the Judicial Council of California. The requirements for actions against public employees, as set forth in sections 950 through 951 of the Government Code, apply to actions against employees of those judicial branch entities.

administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers.

**Applicable Statutes**

Sections 811.9 and 912.7 of the Government Code codify the responsibility of the Judicial Council to provide representation, defense, and indemnification of the trial courts, and their judges, subordinate judicial officers, executive officers, and employees, in accordance with sections 810 through 995 of the Government Code. Section 965(c) codifies the responsibility of the State of California to pay settlements and judgments arising out of the activities of a judicial branch entity.

**Applicable Rules of Court**

The Litigation Management Program is administered in accordance with the California Rules of Court, rules 10.14, 10.201, 10.202 and 10.203, which are promulgated under sections 811.9 and 912.7 of the Government Code. The rules require the Judicial Council's Legal Services office to manage and administer a program for investigating and resolving all claims and lawsuits affecting the courts.

**Duration of Superior Court's Participation**

The superior court's participation in the Litigation Management Program is mandatory and continues without interruption in accordance with the statutes and rules of court.