

AMENDMENT 1 TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment 1", is made and entered into this 24th day of August, 2021, 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**," collectively, "the parties."

WHEREAS, the parties entered into that certain Agreement, identified as COUNTY Agreement No. 18-328/Court Agreement 10-2017-DBH, effective July 1, 2018, whereby COURT agreed to provide qualified personnel to provide mental health and substance use treatment services care coordination, data gathering, program development, and case management in certain specialty treatment courts; and

WHEREAS, the parties desire to amend COUNTY Agreement No. 18-328, regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. That the COUNTY Agreement No. 18-328, Section One (1) "OBLIGATIONS OF THE COURT", on Page Two (2), beginning on Line Seventeen (17) with the word "The" and ending on Page Three (3), Line Eleven (11) with the word "requirements" be deleted and replaced with the following:

"A. COURT shall provide sufficient, qualified, and appropriate personnel, who may be employees and/or subcontractors, to provide Court Coordinator services in certain specialty treatment courts as outlined in Revised Exhibit A and Exhibit B, attached hereto and by this reference incorporated herein. Said individuals will work at the main and/or juvenile courthouses between the hours of 8 a.m. and 5 p.m., Monday through Friday, except COURT holidays and other closure days.

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

C. COURT shall ensure that its personnel understand the confidentiality of the

1 information shared by the participants in the certain specialty treatment courts described in Revised
2 Exhibit A and Exhibit B, and that its personnel execute and comply with the “Fresno County
3 Confidentiality Requirements Acknowledgement and Agreement”, attached hereto as Exhibit C and
4 incorporated herein by this reference.

5 D. COURT shall ensure that its personnel align programs, services, and practices
6 with the vision, mission, and guiding principles of the COUNTY’s DBH, as further described in Exhibit
7 D, “Fresno County Department of Behavioral Health Guiding Principles of Care Delivery”, attached
8 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 Court Coordinator services in certain
11 specialty treatment courts, as described in Revised Exhibit A and Exhibit B, to ensure that COUNTY
12 is aware of COURT’s compliance with these requirements.”

13 2. That the COUNTY Agreement No. 18-328, Section Two (2) “OBLIGATIONS OF THE
14 COUNTY”, on Page Three (3), beginning on Line Fifteen (15) with the word “COUNTY’S” and ending
15 on Page Three (3), Line Seventeen (17) with the word “requirements” be deleted and replaced with
16 the following:

17 “B. COUNTY’s DBH shall use its best efforts to keep COURT informed of the
18 provisions of any laws and regulations related to the provision of Court Coordinator services in certain
19 specialty treatment courts, as described in Revised Exhibit A and Exhibit B, and the adjudication of
20 such persons to ensure that COURT is in compliance with these requirements.”

21 3. That the COUNTY Agreement No. 18-328, Section Five (5) “COMPENSATION”, on
22 Page Four (4), beginning on Line Twenty One (21) with the word “BHC” and ending on Page Four (4),
23 Line Twenty Four (24) with the word “Agreement” be deleted and replaced with the following:

24 “A. Court Coordinator services in certain specialty treatment courts, as described in
25 Revised Exhibit A and Exhibit B - COUNTY shall reimburse COURT the actual monthly amount
26 COURT pays to provide Court Coordinator services in certain specialty treatment courts, as described
27 in Revised Exhibit A and Exhibit B. Reimbursement is available only for activities delivered as
28 required under this Agreement.”

1 4. That the COUNTY Agreement No. 18-328, Section Six (6) "INVOICING", on Page Six
2 (6), beginning on Line Eight (8) with the word "BHC" and ending on Page Six (6), Line Thirteen (13)
3 with the word "audits" be deleted and replaced with the following:

4 "A. Court Coordinator services in certain specialty treatment courts, as described in
5 Revised Exhibit A and Exhibit B - COURT shall invoice COUNTY's DBH by the fifteenth (15th) day of
6 each month for the prior month's expenditures for Court Coordinator services provided in certain
7 specialty treatment courts, as described in Revised Exhibit A and Exhibit B, electronically via email to
8 DBHInvoices@fresnocountyca.gov, DBHInvoiceReview@fresnocountyca.gov and
9 DBHContractedServicesDivision@fresnocountyca.gov. Said invoices shall include applicable
10 supporting documentation in detail such as dates of services, hours, and amount(s) invoiced for the
11 month for each specialty treatment court. Invoices shall be subject to County, State of California, and
12 Federal audits."

13 5. That the COUNTY Agreement No. 18-328, Section Eight (8) "MODIFICATION", on
14 Page Eight (8), beginning on Line Five (5) with the word "Notwithstanding" and ending on Page Eight
15 (8), Line Seventeen (17) with the word "herein" be deleted and replaced with the following:

16 "B. Notwithstanding the above, changes to services, staffing, and responsibilities of
17 COURT, as needed, to accommodate changes in the laws relating to mental health and substance
18 use disorder treatment, as set forth in Revised Exhibit A and Exhibit B, may be made with the signed
19 written approval of COUNTY's DBH Director or his or her designee and COURT through an
20 amendment approved by County Counsel and the County's Auditor-Controller/Treasurer-Tax
21 Collector's Office. It is understood any such additions will not affect compensation paid to the COURT
22 under this Agreement. These same provisions shall apply to the addition or deletion of any specialty
23 treatment courts contained in Revised Exhibit A. Changes to line items in the budget, as set forth in
24 Exhibit E, as appropriate, that do not exceed ten percent (10%) of the program total maximum
25 compensation payable to COURT, may be made with the written approval of COUNTY's DBH Director,
26 or his or her designee, and COURT. Said modifications shall not result in any change to the maximum
27 compensation amount payable to COURT, as stated herein."

28 6. That in the COUNTY Agreement No. 18-328, all references to "BHC, Drug Courts and

1 FDTTC" shall be replaced with the text "certain specialty treatment courts as described in Revised Exhibit
2 A and Exhibit B".

3 7. That in the COUNTY Agreement No. 18-328, all references to "Exhibit A" shall be replaced
4 with the text "Revised Exhibit A". Revised Exhibit A is attached hereto and incorporated herein by this
5 reference.

6 8. That the COUNTY Agreement No. 18-328, Section Eleven (11) "INSURANCE", on Page
7 Eleven (11), beginning on Line Six (6) with the word "In" and ending on Page Eleven (11), Line
8 Fourteen (14) with the word "93703" be deleted and replaced with the following:

9 "Additional Requirements Relating to Insurance

10 COURT shall obtain endorsements to the Commercial General Liability insurance naming the
11 County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured,
12 but only insofar as the operations under this Agreement are concerned. Such coverage for additional
13 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
14 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
15 provided under COURT's policies herein. This insurance shall not be cancelled or changed without a
16 minimum of thirty (30) days advance written notice given to COUNTY.

17 COURT hereby waives its right to recover from COUNTY, its officers, agents, and employees
18 any amounts paid by the policy of worker's compensation insurance required by this Agreement.
19 COURT is solely responsible to obtain any endorsement to such policy that may be necessary to
20 accomplish such waiver of subrogation, but COURT's waiver of subrogation under this paragraph is
21 effective whether or not COURT obtains such an endorsement.

22 Within thirty (30) days from the date COURT signs and executes this Agreement, COURT shall
23 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
24 required herein, to the County of Fresno, Department of Behavioral Health, 3133 N. Millbrook Ave,
25 Fresno, California, 93703, Attention: Adult Services Division, Forensic Behavioral Health Services Unit or
26 electronically to dbhcontractedservicesdivision@fresnocountyca.gov with a copy to the assigned
27 COUNTY's DBH Staff Analyst, stating that such insurance coverage have been obtained and are in full
28 force; that the County of Fresno, its officers, agents and employees will not be responsible for any

1 premiums on the policies; that such Commercial General Liability insurance names the County of
2 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
3 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
4 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
5 officers, agents and employees, shall be excess only and not contributing with insurance provided under
6 COURTS's policies herein; and that this insurance shall not be cancelled or changed without a minimum
7 of thirty (30) days advance, written notice given to COUNTY.

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

11 COUNTY and COURT agree that this Amendment 1 is sufficient to amend the Agreement and,
12 that upon execution of this Amendment 1, the Agreement and Amendment 1 together shall be
13 considered the Agreement.

14 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
15 covenants, conditions, and promises contained in the Agreement and not amended herein shall
16 remain in full force and effect.

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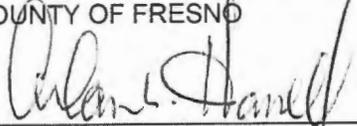
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to COUNTY Agreement No. 18-328 as of the day and year first hereinabove written.

COURT

COUNTY OF FRESNO

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO


Arlan L. Harrell, Presiding Judge


Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

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

FOR ACCOUNTING USE ONLY:
Department of Behavioral Health
Fund/Subclass: 0001/10000
Org No.: 56304710, 56302091
Account No.: 7295

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

COURT COORDINATOR SERVICES

SCOPE OF WORK

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

Court Coordinator services are as follows:

- A. Serve as a liaison between the judge presiding over the Collaborative Treatment Court, various COUNTY Departments responsible for providing mental health, substance use treatment and related services, and community-based organizations and private providers who have agreed to provide services to each treatment court.
- B. Provide 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, facilitate and participate in the Collaborative Treatment Court team meetings and Court case staffings.
- D. Coordinate the intakes and various initial screens and assessments that provide the Collaborative Treatment 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.

The specific Collaborative Treatment Courts that will be served by the Court Coordinator under this Agreement are described as follows:

- A. Behavioral Health Court (BHC)
 - Department: 97B, Judge Hilary Chittick
 - Court dates: 1st and 3rd Friday of the month
 - Description: The COURT has BHC to provide treatment and rehabilitation to persons whose mental illness contributes to their non-violent criminal behavior. The goal of the BHC is to reduce the length of confinement for adult offenders with a serious mental illness, improve their mental health and well-being, and reintegrate them into their communities.

- B. Family Behavioral Health Court (FBHC)
 - Department: 99B, Judge Ana de Alba
 - Court dates: 2nd and 4th Thursday of the month
 - Description: The COURT has FBHC to provide treatment and rehabilitation to youths whose mental illness contributes to their non-violent criminal behavior. The goal of the FBHC is to reduce the length of confinement for juvenile offenders with a serious emotional disturbance, improve their mental health and well-being, and reintegrate them into their communities.

- C. Family Dependency Treatment Court (FDTC)
 - Department: 99A, Judge Mary Dolas
 - Court dates: 2nd and 4th Friday of the month
 - Description: The COURT has FDTC to provide substance use treatment and services for parents who, due to substance use, are at risk of losing their parental rights for one or more of their children.

- D. Drug Courts also known as Adult Drug Court (ADC)
 - Department: 97B, Judge Hilary Chittick
 - Court dates: every Monday, Tuesday, Wednesday
 - Description: The COURT has Adult Criminal PC 1000, Proposition 36 and Post-Conviction Drug Courts (Drug Courts or ADC) to provide intensive supervision, substance use treatment, community-based drug education, support, and frequent reviews with the courts. More than seventy percent (70%) of ADC 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.

- E. Friday Court (FC) also known as Human Trafficking Court
 - Department: 23, Judge Kimberly Nystrom-Geist
 - Court dates: every other Friday
 - Description: The COURT has FC to provide support, resources and tools to youth who are identified as either at-risk or victims of human trafficking who find themselves involved in either the juvenile dependency or juvenile delinquency systems.

F. Veterans Treatment Court (VTC)

- Department: 97B, Judge Hilary Chittick
- Court dates: every other Thursday
- Description: The COURT has VTC to provide veteran mentorship, treatment services through the Veterans Affairs Office, and supervision through the Probation Department to veterans whose suffering from substance use, or other mental health condition stemming from military service resulted in the commission of their current offense.

G. Mental Health Diversion Court (MHDC)

- Department: 97B, Judge Hilary Chittick
- Court dates: 2nd and 4th Friday of the month
- Description: The COURT has MHDC to provide treatment if the person suffers from a mental health disorder included in the current Diagnostic and Statistical Manual of Mental Disorders, the symptoms of which can respond to treatment, if the mental health disorder played a significant part in the commission of the charged offense.

Department room, presiding judge and court dates may change based on the COURT's operational needs.