

SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO
STANDARD AMENDMENT

Agreement No. 20-470-1

AGREEMENT NUMBER
10-2020-DUI-1

1. All capitalized terms have the meanings given to them in Agreement **10-2020-DUI-O**, between **County of Fresno** ("County") and **Superior Court of California, County of Fresno** ("Court").

2. The Parties agree to Amend the Agreement as follows:

A. The Agreement is extended for the period **10/1/21** through **9/30/22** with a maximum amount Not To Exceed **\$338,001**.

B. Contract Page 5, Section 2 of Appendix B, **Compensation for Services** is deleted in its entirety and replaced with:

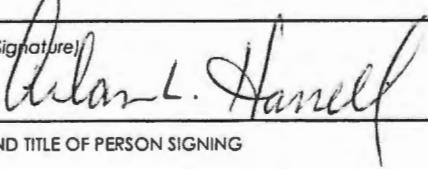
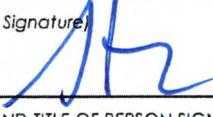
"Amount. Contractor will invoice the Court for Actual Services that are performed pursuant to this agreement; those annual amounts Not To Exceed:

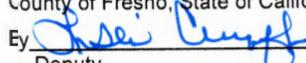
• Department of Behavioral Health (DBH)	\$146,596
• Probation Department	\$191,405

It is understood that DBH staffing will include one each CMHS II (.75 FTE) and SAS II (.75 FTE). Probation staffing will include one each DPO III (1.0 FTE) and PT II (1.0 FTE). Invoices must comply with grantor requirements in terms of detail included.

C. Contract Page 2, Appendix A, Scope of Services is deleted in its entirety and replaced with the attached.

3. All terms and conditions of the original Agreement (as previously amended, if applicable) remain in full force and effect.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
JBE'S NAME Superior Court of California, County of Fresno	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized) County of Fresno
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Arlan L. Harrell, Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING Steve Brandau, Chairman Board of Supervisors
DATE 8-26-21	DATE Sept. 21, 2021
ADDRESS 1100 Van Ness Avenue Fresno, CA 93724	ADDRESS 2281 Tulare Street Fresno CA 93721

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By 
Deputy

APPENDIX A

Scope of Services

1. Background and Purpose. Fresno County has a high number of *Driving While Impaired* (DWI) or *Driving under Intoxication* (DUI) cases. In order to prevent recidivism, the court hopes to provide treatment rather than simply incarceration for defendants in these cases. Defendants who wish to enter DUI Treatment Court must agree to plead guilty to their DUI criminal charges. Once the court accepts their pleas, defendants are sentenced and enter the DUI Treatment Court program in lieu of incarceration.

The DUI Treatment Court program will take a minimum of 12 months and consist of two tracks, during which participants attend court regularly, engage in substance use disorder treatment and mental health therapy, attend self-help groups such as Narcotics Anonymous/Alcoholics Anonymous, check in with their probation officers regularly, and participate in frequent drug testing. The frequency of treatment sessions and court appearances in each track is based on the individual participant's progress or relapse.

The Court and County will each provide staff to assist in the success of this treatment court. The Court will provide one fulltime staff, the DUI Court Coordinator. The County Department of Behavioral Health (DBH) will provide one each Case Management Health Specialist II (.75 FTE) and Substance Abuse Specialist II (.75 FTE). The Probation Department will provide one each Deputy Probation Officer III (1.0 FTE) and Probation Technician II (1.0 FTE). Probation Department staff will report directly to the Probation Services Manager of the Drug Suppression Unit and the Adult Probation Services Division Director.

2. Services.

2.1 Description of Services. The services ("Services") will be as detailed below, listed by staff responsibilities.

Contractor shall perform the following Services:

A. The DBH Case Management staff shall be responsible for:

- Assisting participants in removing any barriers to achieving sobriety and meeting the many requirements of participating in the DUI court;
- Administering the DUI-RANT (Risk And Needs Triage) assessment tool to determine participants' treatment, social service, transportation, and other needs;
- Actively engaging and maintaining court participants and their families in restorative services;
- Working with the court Coordinator and the Deputy Probation Officer to keep the DUI court continuously apprised of participants' status;
- Serving as a liaison between the judges presiding over the DUI Court, the justice agencies that form the DUI Court collaborative team, treatment providers, community-based organizations, the Dept. of Behavioral Health, and the participants;
- Conducting court intakes and substance use screens for new participants entering the DUI Court;
- Coordinating referrals to mental health and substance use treatment, wrap around services, and other supportive programs as necessary;
- Participating in court development activities that increase access, build capacity and remove barriers for DUI Court participants that need substance use disorder and mental health rehabilitative treatment and support services;

- Establishing and maintaining confidential electronic, web-based or hard copy case files for DUI Court participants for purposes of case management and outcome tracking;
- Providing written results to Court from the DUI-RANT assessment tool; and
- DBH may modify the level of service between the CMHS and SAS to accommodate program needs with no change to annual amount upon submission to and approval of a budget modification request to OTS and approval of Court. This will not require a need for amendment to this Agreement.

B. The **Deputy Probation Officer III** ("DPO") will be responsible for conducting the probation supervision aspect of the DUI treatment court. The DPO shall be responsible for the following Services:

- Monitoring activities and whereabouts of program participants and other pertinent information;
- Participating in DUI Court activities and meetings;
- Working in collaboration with local law enforcement agencies, other governmental agencies, and community-based organizations;
- Representing the Probation Department in court proceedings;
- Preparing court reports, correspondence, and maintaining Probation records;
- Acting as a resource or source of support to program participants and providing informal counseling and guidance;
- Installing and supervising participants on alcohol monitoring equipment;
- Testing participants for substance use as necessary;
- Conducting field work including home contacts, searches, warrant service, and multi-agency operations;
- Enforcing the orders of the Court and conditions of probation, including using sanctions and rewards correlating to participant compliance;
- May administer DUI Rant assessments on a limited basis; and
- Conducting related work as directed by Chief Probation Officer or designee.

C. The **Probation Technician** ("PT") will be responsible for the following Services:

- Assisting the assigned DPO in monitoring activities and whereabouts of program participants and other pertinent information;
- Assisting with preparing Probation documents and maintaining Probation records;
- Working in collaboration with local law enforcement agencies, other governmental agencies, and community-based organizations;
- Participating in DUI Court activities and meetings;
- Administering drug and alcohol tests to program participants;
- Assisting with installing and monitoring participants on alcohol monitoring equipment;
- Conducting related work as directed by Chief Probation Officer or designee;
- May administer DUI Rant Assessment on a limited basis; and
- May be assigned special projects by his/her supervisor.

2.2 Description of Deliverables. Contractor shall deliver to the Court the following work products ("Deliverables"):

- Dui-RANT results (Case Manager)
- Reports of Violations of Probation (DPO)

- Other written reports the Court deems necessary for the participant's success in the program.

2.3 Acceptance Criteria. The Services and Deliverables must meet the following acceptance criteria or the Court may reject the applicable Services or Deliverables. Contractor will not be paid for any rejected Services or Deliverables.

- Contractor will attend all meetings and court dates, as scheduled, as well as report on the Services as provided above (Services);
- Contractor shall ensure only those staff that are assigned duties per this Agreement actually perform those duties. Any changes to staff assigned must be requested of and approved by OTS and the Court; and
- Contractor shall provide written reports by due dates (Deliverable), as required by Judge.

2.4 Project Managers. The Court's project manager is: Vidal Fernandez, DUI Court Coordinator. The Court may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project managers are: the Director of the Department of Behavioral Health and the Chief Probation Officer. Subject to written approval by the Court, Contractor may change its project manager without need for an amendment to this Agreement.

2.5 Service Warranties. Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and be performed in accordance with the requirements of this Agreement and all applicable specifications and documentation.

2.6 Resources. Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.

2.7 Commencement of Performance. This Agreement is of no force and effect until signed by both parties and all Court required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.

3. Acceptance or Rejection. All Services and Deliverables are subject to acceptance by the Court. The Court may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the Court). If the Court rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the Court to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Court within ten (10) business days after the Court's rejection, unless otherwise agreed in writing by the Court. Thereafter, the parties shall repeat the process set forth in this section until the Court accepts such corrected Service or Deliverable.

4. Federal Contract Requirements. During the performance of this contract/funding agreement, the contractor/funding recipient agrees –

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) thru (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.