

**2017-2018 MEMORANDUM OF UNDERSTANDING
SERVICES FOR COLLABORATIVE JUSTICE COURTS SUBSTANCE
ABUSE FOCUS GRANT PROGRAM**

This Agreement is to commence on July 1, 2017 between the **Superior Court of California, County of Tulare**, (hereinafter referred to as "COURT"); **Probation Department, County of Tulare** (hereinafter referred to as "PROBATION"), **Health & Human Services Agency, County of Tulare** (hereinafter referred to as "HHSA"), and **Department of Mental Health, County of Tulare** (hereinafter referred to as "Mental Health").

BACKGROUND

The COURT has received a grant to provide monitoring and evaluation of clients in Mental Health Court. HHSA, PROBATION and MENTAL HEALTH have agreed to partner with the COURT to provide comprehensive substance abuse treatment (including detoxification), random and frequent drug testing, incentives and sanctions, clinical case management and ancillary services.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective July 1, 2017 and shall terminate on June 30, 2018 unless terminated sooner as provided in this Agreement.
2. **SERVICES:** PROBATION, HHSA and MENTAL HEALTH shall provide the services as set forth in Exhibit "A" entitled Description of Services and be reimbursed pursuant to Exhibit "B" entitled Compensation.
3. **PAYMENT FOR SERVICES:** Services shall be reimbursed according to the fee schedule set forth in Exhibit "B" of this agreement. The COURT shall compensate PROBATION, HHSA and MENTAL HEALTH for services provided, upon receipt of invoices as required by the Judicial Council of California.
4. **COMPLIANCE WITH LAW:** PROBATION, HHSA and MENTAL HEALTH shall provide services in accordance with all applicable Federal, State, and local laws, regulations and directives.
5. **INSURANCE:** The parties to this agreement each maintain policies of insurance or self-insurance.
6. **INDEPENDENT CONTRACTOR STATUS:**
 - (a) This Agreement is entered into by all parties with the understanding that PROBATION, HHSA and MENTAL HEALTH will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute PROBATION, HHSA and MENTAL HEALTH or any of its agents, employees or officers as an agent, employee or officer of COURT.
 - (b) Notwithstanding this independent relationship, COURT shall have the right to monitor and evaluate the performance of PROBATION, HHSA and MENTAL HEALTH to assure compliance with this Agreement.
7. **INDEMNIFICATION:** In lieu of and notwithstanding the pro rata allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead COURT and COUNTY agree that each of the parties hereto shall fully indemnify

and hold each of the other parties, their officers, board members, employees and agents harmless from any and all claims, expenses or costs, product infringement, copyright or trade secrets, damage to or destruction of tangible property, damages or liabilities imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Memorandum of Understanding. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties thereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Memorandum of Understanding.

8. **NON-FUNDING CLAUSE:** Funds provided for goods or services under the terms of this Agreement are contingent on availability of grant funds. Should sufficient funds not be allocated during the term, this Agreement may be modified or terminated at any time by the COURT upon thirty (30) day notice. Notice shall be fully given in writing.
9. **TERMINATION FOR CAUSE:** In addition to any other remedy provided by law, the COURT may terminate this Agreement for cause upon thirty (30) days prior written notice to PROBATION, HHSA and MENTAL HEALTH.

The right to terminate this Memorandum of Understanding under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled to by law or in equity.

10. **NOTICES:** Any notice to be given under this Agreement shall be in writing and shall be served either by personal delivery or by first class mail; postage prepaid, via certified mail, and shall be deemed delivered when it is so mailed to COURT, PROBATION, HHSA or MENTAL HEALTH addressed as follows:

Superior Court of California, County of Tulare
Stephanie Cameron, Court Executive Officer
221 S. Mooney Blvd., Room 303
Visalia, CA 93291

Tulare County Health and Human Services Agency
5957 S. Mooney Boulevard
Visalia, CA 93277

Tulare County Probation Department
Michelle Bonwell, Chief Probation Officer
221 S. Mooney Boulevard Room 206
Visalia, CA 93291

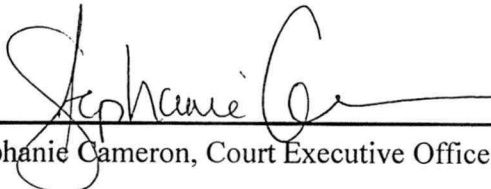
11. **AMENDMENTS:** This Agreement may be modified or amended only by a written agreement hereafter entered into between the parties, and signed and dated by all parties.
12. **RECORDS AND AUDIT:** PROBATION, HHSA and MENTAL HEALTH shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, PROBATION, HHSA and MENTAL HEALTH shall maintain complete and accurate records with respect to any payments to employees or PROBATION, HHSA and MENTAL HEALTH agencies. All such records shall be prepared in accordance with Generally Accepted Accounting

Principles, shall be clearly identified, and shall be kept readily accessible. Upon request, PROBATION, HHSA and MENTAL HEALTH shall make such records available to COURT and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

13. **ENTIRE AGREEMENT:** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement. This Agreement was negotiated between the parties, and neither party "prepared" this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to this matter.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement. This Agreement may be signed in counterparts, each of which is construed an original.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE

By: 
Stephanie Cameron, Court Executive Officer

Date: 5/8/18

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

Date: _____

Attest: MICHAEL C. SPATA
County Administrative Officer/
Clerk of the Board of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Date: _____

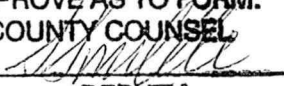
APPROVE/AS TO FORM:
COUNTY COUNSEL
BY  5/8/18
DEPUTY 20171734

EXHIBIT A
DESCRIPTION OF SERVICES

TULARE COUNTY PROBATION DEPARTMENT
California Collaborative Justice Courts Substance Abuse Focus Program

July 1, 2017 through June 30, 2018

- Office Supplies for assigned Mental Health Court Probation Officer and Mental Health Case Manager, totaling \$500.00
- Communication charges for Mental Health Court probation officer totaling \$1,000.00
- Incentives to include graduation supplies, educational field trips, therapeutic events, movie or sport event coupons, fast food coupons, etc. \$4,500.00

TOTAL PROBATION: \$6,000.00

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY / DEPARTMENT OF MENTAL
HEALTH

California Collaborative Justice Courts Substance Abuse Focus Program

July 1, 2017 through June 30, 2018

- Bus passes/transportation services for Mental Health Court clients totaling \$6,496.00
- Dental/optical/healthcare services for Mental Health Court clients totaling \$8,160.00

TOTAL MENTAL HEALTH: \$14,656.00

**EXHIBIT B
COMPENSATION**

TULARE COUNTY PROBATION DEPARTMENT
TULARE COUNTY MENTAL HEALTH AGENCY/DEPARTMENT OF MENTAL HEALTH
California Collaborative Justice Courts Substance Abuse Focus Program

July 1, 2017 through June 30, 2018

The maximum reimbursement under this contract is \$20,656 with \$6,000 earmarked for the Tulare County Probation Department and \$14,656 earmarked for the Tulare County Health & Human Services Agency/Department of Mental Health.

PROBATION, HHSA and MENTAL HEALTH agencies must submit separate invoices monthly using the Subcontractor Invoice Form that can be obtained by contacting the Court. A department representative shall sign the Invoice, certifying to the following statement: "I certify under penalty of perjury that the amount billed above is true and correct in accordance with the contract."

PROBATION, HHSA and MENTAL HEALTH agencies must provide appropriate documentation for the goods and services purchased with its invoices that substantiates expenses claimed to the Court. The transportation services should also include a list of clients. Altered forms will not be processed for payment and will be returned. The purchase order form, credit card statement, journal entry form, e-mail communications between employees, and the payment record will not substitute for actual vendor invoices.

All vendor invoices, including invoices for internet orders, must include the vendor name, address, the party being billed, description of goods and services purchased, date of the purchase, cost per unit, total quantity purchase, and the total invoice amount. Copies of paid vendor invoices must include the check/warrant numbers and paid dates noted, or a copy of the vendor payment check, when applicable to support the amount claimed. A copy of the electronic payment record must be submitted if the payment is made electronically.

All budget revision requests must be submitted to the Court under the following conditions:

1. Expenditure of a category that exceeds 10% of the category total.
2. Adding a new line item in the budget category.
3. Anticipated expenditures exceed line items that have spending limitations.

A check from the Superior Court will be the method of payment and in compliance with Generally Accepted Accounting Principles and standard processing guidelines determined by the Administrative Office of the Courts and the Superior Court of California, County of Tulare.