

FORM APPROVED COUNTY COUNSEL  
 BY: *M. S. Keenan* 7/9/10  
 MARSHAL VICTOR DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

*b49*



**FROM:** Department of Mental Health

**SUBMITTAL DATE:**  
 July 15, 2010

**SUBJECT:** Approve the Substance Abuse and Mental Health Service Administration (SAMHSA) Southwest Expansion Agreement between the Superior Court of California and the Riverside County Department of Mental Health.

- RECOMMENDED MOTION:** Move that the Board of Supervisors ratify and approve:
1. The Southwest SAMHSA Expansion Agreement between the Superior Court of California and the Riverside County Department of Mental Health Substance Abuse Program;
  2. Authorize the Chairman of the Board to sign the Agreement; and
  3. Authorize the Director of Mental Health to sign future agreement renewals and amendments in accordance with the Riverside County Board of Supervisors Policy A-30.

**BACKGROUND:** In July 2009, the Superior Court of California (Superior Court), as the Lead Agency in collaboration with WestED, an outside research based agency and the Riverside County Department of Mental Health (DOMH) Substance Abuse Program, submitted a grant application to the Substance Abuse and Mental Health Services Administration (SAMHSA) for SAMHSA expansion grant funds. As a result of this application, Superior Court was awarded SAMHSA southwest expansion grant funds in the amount of three hundred thousand dollars (\$300,000) per year, over the next three grant years. (Continued on page 2).

JW:CW

*Jerry Wengert*  
 Jerry Wengert, Director  
 Department of Mental Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 149,305	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 09/10-10/11

<b>SOURCE OF FUNDS:</b>	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**  
 APPROVE  
 BY: *Debra Cournoyer*  
 Debra Cournoyer  
**County Executive Office Signature**

Dep't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 27, 2010  
 xc: Mental Health

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn Ref. **AGENDAS FILED WITH THE CLERK OF THE BOARD** District: 3 Agenda Number: **3.57**

**SUBJECT:** Approve the Substance Abuse and Mental Health Service Administration (SAMHSA) Southwest Expansion Agreement between the Superior Court of California and the Riverside County Department of Mental Health.

**BACKGROUND (Continued):**

Under the SAMHSA southwest expansion grant, the Superior Court, in collaboration with the DOMH Substance Abuse Program, the Riverside County Probation Department, the Riverside County District Attorney, the Riverside County Public Defender and WestED will expand services as a sentencing alternative to treat eligible felony, non-violent drug offenders located within the Southwest region of Riverside County. These collaborative efforts will allow Riverside County to successfully meet the core goals of the SAMHSA expansion grant which include: 1) strengthening the Riverside Agency Systems efforts by expanding the treatment services program for the Southwest regions for eligible adults referred by Riverside courts or attorneys; 2) expansion of the community's ability to provide integrated and comprehensive community-based responses to the targeted population; 3) strengthening social support services by addressing the needs and problems facing drug-dependent adults in Riverside communities; and 4) conducting a process and outcome evaluation to inform local and State governances about the efficacy and cost savings associated with the South West Recovery Opportunity Center (ROC)/Drug Court and applicable operations improvement. Therefore, the Riverside County DOMH is requesting that the Board of Supervisors approve the attached Agreement with the Superior Court of California for the utilization of the awarded SAMHSA grant funds.

**FINANCIAL IMPACT:**

This agreement spans two (2) fiscal years. The funding portion for FY 09/10 is \$50,000, and the funding portion for FY 10/11 is \$99,305. This agreement is 100% funded by the Southwest SAMHSA expansion grant and no additional County funds are required.

**PERFORMANCE PERIOD:**

The period of performance for this Agreement is October 1, 2009 through September 30, 2010, and may be renewed annually upon the availability of the SAMHSA grant funds.

**JUSTIFICATION FOR DELAY:**

After legal changes to the original agreement stipulated by Riverside County Counsel and extensive contract negotiations between the DOMH and the Superior Court, this agreement is now prepared to go to the Riverside County Board of Supervisors for approval.

**AGREEMENT BETWEEN THE SUPERIOR COURT OF CALIFORNIA  
AND THE  
RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH-SUBSTANCE ABUSE  
PROGRAM**

This Agreement is made and entered on October 1, 2009, between the Riverside County Department of Mental Health – Substance Abuse Program ("**Contractor**") and Superior Court of California, located in the County of Riverside ("**Court**") (individually, "**Party**," and "**Parties**"). This Agreement is for the Contractor to provide services to the Court, as described in the attached Exhibit I - Scope of Work ("**Work**").

**ARTICLE 1  
TERM**

- 1.0 The term of this Agreement shall be from October 1, 2009, through September 30, 2010, unless otherwise terminated or modified pursuant to the terms of this Agreement.

**ARTICLE 2  
OPTIONS TO EXTEND AGREEMENT**

- 2.0 The Court, in its sole discretion, may extend the term of this Agreement on a year-to-year basis, not to exceed a total of three (3) years. Unless this option is affirmatively exercised in writing by the Court within thirty (30) days from the expiration date of the Agreement, the Agreement shall be deemed terminated as of the expiration date and the Court will have no further obligations to the Contractor

**ARTICLE 3  
AGREEMENT AMOUNT**

- 3.0 As set forth further in Exhibit 2 – Budget Summary, the Agreement amount shall be the actual costs, not to exceed \$149,305 for the term of this Agreement.

**ARTICLE 4  
PAYMENT**

4.0 SCHEDULE

Contractor will submit an invoice to the Court's Technical Issues contact listed in Article 5.0 for approval prior to receiving payment. Contractor shall be paid in accordance with the following schedule:

- \* December 31, 2009
- \* March 30, 2010
- \* June 30, 2010
- \* September 30, 2010

4.1 METHOD OF PAYMENT

- a. This will be a quarterly reimbursement. Contractor shall submit invoices after completion of requisited tasks by the 15<sup>th</sup> day after the quarter ending. After receipt of invoice, Court will approve the invoice for payment or provide Contractor with specific reasons why payment is withheld. Court will provide remedial actions required for Contractor to receive the withheld amount.

- b. Court will make payment in arrears after receipt of Contractor's properly completed invoice. Invoices shall clearly indicate: agreement number; unique invoice number; Contractor's name and address; description of completed work - services or deliverables; dates and hours worked; allowed charges, including cost, rate, or expenses, and; preferred remittance.

**ARTICLE 5  
SUPERVISION AND DIRECTION BY CONTRACTOR**

- 5.0 During the term of this Agreement, Contractor's performance shall be under the personal supervision and direction of Mark Thuve, Department of Mental Health - Substance Abuse.

**ARTICLE 6  
REPRESENTATIVES**

- 6.0 The names and addresses of the contact person for each of the parties are as follows:

**CONTRACTOR**

**CONTRACT AND PAYMENT ISSUES**

Cheryl Wilson, Administrative Services Analyst II-Program Support Unit  
4095 County Circle Road  
Riverside, California  
Tel.: (951) 358-4595  
E-mail: CAWILSON@rcmhd.org

**TECHNICAL ISSUES**

Mark Thuve, Clinical Director  
Address: 650 N. State Street  
Hemet, Ca. 92543  
Tel.: (951) 791-3350  
E-mail: MKTHUVE@rcmhd.org

**RIVERSIDE COUNTY SUPERIOR COURT**

**CONTRACT ISSUES**

Wendy Notz, Principal Management Analyst  
Superior Court of California, County of Riverside  
4050 Main Street  
Riverside, CA 92501  
951-955-5277  
Email: [wendy.notz@riverside.courts.ca.gov](mailto:wendy.notz@riverside.courts.ca.gov)

**TECHNICAL ISSUES**

Pamela Miller, Collaborative Justice Coordinator (Project Director)  
Superior Court of California, County of Riverside  
30755 D Auld Road, Suite 1226  
Murrieta, California 92563  
Tel.: 951.304.5334  
Email: Pamela.Miller@riverside.courts.ca.gov

## ARTICLE 7 TERMINATION

### 7.0 TERMINATION FOR CAUSE

Court may terminate this Agreement, in whole or in part, upon a thirty (30) days written notice. Court shall be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. Court may proceed with the Work in any manner deemed proper. All costs to complete or correct the Work will be deducted from any sum due to Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

### 7.1 TERMINATION FOR CONVENIENCE

- a. Either party may terminate this Agreement, in whole or in part, at any time and for any reason, upon at least thirty (30) calendar days written notice. Upon receipt of Notice of Termination, Work will be promptly discontinued specified in the Notice.
- b. The Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work. Contractor agrees to submit all final invoices within ninety (90) days of termination.

### 7.2 TERMINATION DUE TO FUND APPROPRIATION AND AVAILABILITY

- a. Court's obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditional upon appropriation of sufficient funds to support the activities described in this Agreement.
- b. Upon Notice, Court may terminate this Agreement in whole or in part, without prejudice to any right or remedy of Court, for lack of appropriation of funds. Upon termination, Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination, not to exceed the total agreement amount and any non-cancelable obligations.

## ARTICLE 8 RECORDS MAINTENANCE, RETENTION AND ACCESS

- 8.0 Contractor shall provide to the Court's Technical Issues contact, proper accounting records and supporting documents that reflects all expenditures related to Contractor's performance of services under this Agreement. Court shall have right of access to these records and service documents for the purposes of monitoring and evaluating Contractor's performance of services. Contractor shall retain all of such records and documents for at least three (3) years after the final payment under this Agreement.

## ARTICLE 9 INDEPENDENT CONTRACTOR

- 9.0 In performing Work, Contractor acts as an independent contractor with authority, responsibility to control and direct the performance of the Work required under this Agreement. Court shall have the general right to inspect the work in progress to determine whether the Work is being performed in accordance with this Agreement. All persons hired and/or contracted by Contractor shall be Contractor's employees and/or subcontractors.

Contractor shall be responsible for the accuracy, completeness, and adequacy of all services performed by Contractor's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of Contractor's activities are complied with and satisfactorily met. Contractor voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by Contractor's employees and/or subcontractors in the course of their employment and/or Agreement. Contractor shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

#### **ARTICLE 10 INSURANCE**

- 10.0 The County is a public entity of the State of California. The County is lawfully self-insured for all risk, physical damage, and public liability. For any action derived from the County's provision of obligations as stated herein, the County's insurance shall be deemed primary and the Court's insurance shall not be deemed contributory.

#### **ARTICLE 11 CONFIDENTIAL INFORMATION**

- 11.0 STRICT CONFIDENCE

While performing Work under this Agreement, Contractor and Subcontractor may gain access to Confidential Information that, if disclosed to third parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party to the extent allowed by law. All Confidential Information disclosed to Contractor or its Subcontractors will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to the Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

- 11.1 PERMISSIBLE DISCLOSURE

Contractor may disclose Court's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Court that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

**ARTICLE 12  
DISPUTE RESOLUTION**

12.0 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by this Agreement, and not resolved by negotiations, may be resolved by mutual consent of both parties in non-binding mediation ("**mediation**") in the City of Riverside, California.

The parties further agree their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. If a dispute between the parties regarding the interpretation or performance of this Agreement is not resolved by mediation, either party may bring legal action to interpret and enforce this Agreement.

Parties agree that until such dispute is resolved, the parties shall continue to provide the services and continue to make payment(s) for the non-disputed portion(s) of services of each invoice.

The following process shall be followed: Both parties will select representative(s) from their staff to attend the mediation. The party seeking mediation shall give written notice to the other party of its desire to commence mediation. A mediation session shall take place within sixty (60) business days from the date notice was given. The parties shall appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation.

If mediation is unsuccessful, parties agree to a subsequent mediation under the same principles stated above between the Superior Court Presiding Judge, the Court Executive Officer, and the County Executive Officer and/ or designee.

The parties further agree to share equally the costs of mediation, which costs shall not include costs incurred by a party for representation by counsel at mediation.

**ARTICLE 13  
CONTRACT DOCUMENTS**

Incorporated into this Agreement are the following attachments (collectively, "Contract Documents"): this Agreement, Exhibit I: Scope of Work, Exhibit II: Budget Summary, Exhibit III: Key Elements of Treatment Drug Court Model in Program Design. In the event of a conflict between the terms of the Contract Documents, the following precedence shall govern and shall determine which terms will prevail: this Agreement, Exhibit I: Scope of Work, Exhibit II: Budget Summary, Exhibit III: Key Elements of Treatment Drug Court Model in Program Design.

**ARTICLE 14  
MISCELLANEOUS PROVISIONS**

14.0 ATTORNEY FEES

Should an action be brought to enforce or interpret the provision of the Agreement, the prevailing party shall be entitled to attorney fees in addition to whatever other relief is granted.

14.1 LIMITATION OF LIABILITY

Neither party will be liable to the other, its agents, officers, employees, and/or subcontractors for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless of whether either party was advised of the possibility of such loss or damage. Except as noted herein, in no

event will either party's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or tort, exceed the amounts paid to Contractor by the Court under this Agreement.

#### 14.2 INDEMNIFICATION

Each party shall indemnify and hold harmless and defend the other party, its officers, agents and employees, from any and all liability, damage, cost or expense, including reasonable attorneys' fees which any party shall become obligated to pay by reason of any claim, lawsuit or judgment on account of any liability whatsoever, including injury to property or injury or death to person received or suffered as a result of any act or omission of the Party arising out of or in any way connected to the operation of this Agreement.

#### 14.3 NON-DISCRIMINATION IN EMPLOYMENT

No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

#### 14.4 CONFLICTS OF INTEREST

The parties and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

#### 14.5 COMPLIANCE

Contractor warrants and certifies that in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations, and orders of the United States, the State of California, and the County of Riverside, including the laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor further warrants and certifies that it shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement.

#### 14.6 ASSIGNMENT

Contractor shall not assign any part of the Work, rights or obligations, either in whole or in part, without the prior written consent and approval of Court, in the form of an Amendment as stated in Article 12.7.

#### 14.7 MODIFICATION/AMENDMENT

No modification or changes to this Agreement shall be valid without written approval, from both parties, in the form of an Amendment. Invoices and purchase orders submitted by either party shall not be considered an Amendment to the Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.



## 14.8 NOTICES

Any notices required or permitted hereunder shall be in writing and may be personally delivered; or by mail by depositing such notice in the United States mail, first class postage prepaid; or by reputable overnight delivery service (such as Federal Express, UPS or DHL); addressed as follows or to such other place as each party may designate by subsequent written notice to each other:

**Court:**

Court Executive Office  
Superior Court of California  
County of Riverside  
4050 Main Street  
Riverside, CA 92501  
Attn: Court Executive Officer

**Contractor:**

Riverside County Department of  
Mental Health  
4095 County Circle Drive  
Riverside, Ca 92503  
Attn: Jerry Wengerd Director

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the day following delivery to the applicable overnight courier, if sent by overnight courier for the next business day delivery.

## 14.9 INTELLECTUAL PROPERTY OWNERSHIP

Court assigns to Contractor its entire right, title and interest in anything created or developed by Contractor for Court under this Agreement including all patents, copyrights, trade secrets and other proprietary rights.

All pre-existing Contractor data and materials provided to Court by Contractor to assist in the performance of this Agreement shall remain Contractor's property. Upon expiration or termination of the Agreement for any reason, Court shall request instructions from Contractor regarding whether Court should: (1) erase or destroy the data/materials files maintained by Court, or (2) return the data to Contractor. This provision shall survive termination of this Contract.

## 14.10 STANDARD OF PERFORMANCE; WARRANTIES

a. **STANDARD OF PERFORMANCE**

Contractor warrants that all Work performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards and pursuant to the governing rules and regulations of the industry. If Court determines that Contractor has failed in the performance of this Agreement, Contractor will be given thirty (30) days to correct the problem. If the problem is not corrected within said thirty (30) day period, this Agreement shall be terminated and Contractor shall be paid for all Work completed up to the termination date.

b. **WARRANTIES**

Contractor warrants and represents that the Work will conform to the requirements of the Agreement. Court's approval of Contractor's Work will not relieve Contractor of its obligations under this warranty. Contractor warrants Work performed under this Agreement shall be consistent with generally prevailing professional and industry standards.

#### 14.11 FORCE MAJEURE

Contractor will not be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond Contractor's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

#### 14.12 CHOICE OF LAW

This Agreement and performance under it will be exclusively governed by the law of the State of California without regard to its conflict of law provisions.

#### 14.13 JURISDICTION AND VENUE

Contractor irrevocably consents to the exclusive jurisdiction and venue of the State and Federal courts located in Riverside, California in any legal action concerning or relating to this Agreement.

#### 14.14 TIME IS OF THE ESSENCE

Time is of the essence in the performance of services by Contractor under this Agreement.

#### 14.15 WAIVER

Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent Court from enforcing such rights on any future occasion.

#### 14.16 SEVERABILITY

The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable State or Federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

#### 14.17 ENTIRE AGREEMENT

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.

#### 14.18 COUNTERPARTS

This Agreement may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, this Agreement shall be deemed to have been fully executed, each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same Agreement.

14.19 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT

Contractor and Court certify that the individual(s) signing below on behalf of the party has authority to execute this Agreement on behalf of the party and may legally bind the party to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

COUNTY ADDRESS:

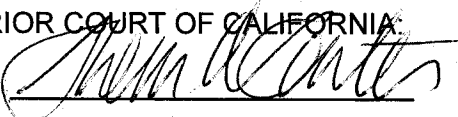
County of Riverside  
Board of Supervisors  
4080 Lemon Street, 5<sup>th</sup> Floor  
Riverside, CA 92501

INFORMATION COPY:

County of Riverside  
Department of Mental Health  
P.O. Box 7549  
Riverside, CA 92503-7549

SUPERIOR COURT OF CALIFORNIA:

Signed: \_\_\_\_\_



Print: Sherri R. Carter \_\_\_\_\_

Date: \_\_\_\_\_

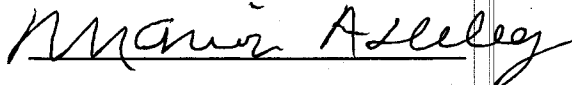
5-25-10

Title: Court Executive Officer

Address: 4050 Main Street, Riverside, CA 92501

Superior Court of California  
4075 Main Street  
Riverside, Ca 92501

COUNTY OF RIVERSIDE:



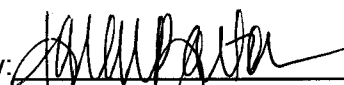
Marion Ashley, Chairman

Riverside County Board of Supervisors

**KECIA HARPER-IHEM**

ATTEST \_\_\_\_\_, CLERK

Deputy: \_\_\_\_\_



Date: \_\_\_\_\_

JUL 27 2010

COUNTY COUNSEL:

Pamela Walls  
Approved as to Form

By: \_\_\_\_\_



Deputy County Counsel

Larisa R. McKenna

## EXHIBIT I

### **Scope of Work for Adult Criminal Drug Court (Southwest ROC) Year 1 Superior Court of California, County of Riverside**

The Scope of Work contained herein is designed to describe the activities Contractor will need to conduct in collaboration with the Superior Court of California, County of Riverside (hereafter called Court) to fulfill the goals and objectives of the Adult Criminal Drug Court as defined in SAMHSA Grant # 1H79TI021540-01 for Substance Abuse Mental Health Service Administration, on October 1, 2009. Following and adhering to the Ten Key Components of Drug Court, Exhibit III. For purposes of describing the tasks in the conduct of the Scope of Work below the following definitions and understandings apply:

*Project Staff* - Refers to paid staff either on Contractor's payroll or staff under this subcontract who are specifically assigned to the project. All project staff are placed at the project site for the sole purpose to conduct the project's evaluation. No supplanting of staff is allowed according to the Substance Abuse Mental Health Service Administration Guidelines and Regulations in the awarded funds.

*Conduct/Implement* - Assumes that the activity will be conducted in the appropriate language for participants, and that where bilingual Spanish speaking staff are required they will be provided.

#### **TASK 1      Non Treatment Activities**

- 1.1 Contractor staff and clinical director will participate and attend monthly Steering Committee meetings, annual meetings, grantor required meetings/trainings, and staff development. (Ten Key component #9)
- 1.2 Contractor and Project Director will engage in community outreach. Contractor and or Project Director will make personal contact with local services and organizations to build the referral base for the client population. Resource names and contacts will be provided to the Project Director for reporting and documentation. (Ten Key component #10)
- 1.3 Contractor will communicate with the Program Director prior to making any major changes within the program that may deviate from original grant proposal. Therapeutic changes may be instituted to keep up with "New Evidenced Based Therapeutic Techniques".
- 1.4 Contractor will provide access for the Program Director to audit, monitor and/or evaluate the program for the purposes of reporting on improving client engagement and retention.
- 1.5 Contractor will set up a drug test phone-line system for the clients to call each day, providing a color code indicating who should test that day. Contractor will work with client's schedules to accommodate work and school schedules.
- 1.6 Contractor will conduct drug testing with clients a minimum of two times per week for Phase 1, and 2; a minimum of once a week for Phase 3, 4 and 5 or as required by team. Random urine testing conducted regularly and randomly is an important part of the structure of the program. The addition of urine testing provides the therapist, Court, and the client with tangible proof that progress is continuing and relapse has not occurred. Tests are purchased through the court and drug testing is administered by DOMH clinic or counseling staff. All urine tests will be closely monitored for accuracy with temperature strips, and all tests will be observed. Contested positive urine tests are confirmed by treatment provider by sending the test sample to an outside laboratory.

The confirmation test results will be reimbursed by the Court. Confirmation will support the presumptive test and will screen for amphetamine/methamphetamine, cocaine, THC, opioids, alcohol, barbiturates, Ecstasy, (propoxyphene), PCP, OxyContin, buprenorphine, benzodiazepines, and adulterants. Results of tests are returned to the clinic within 24-48 hours. Primary testing is done by enzyme immunoassay (EIA), and confirmation testing is done by thin layer chromatography (TLC), radioimmunoassay (RIA), or gas chromatography/mass spectrometry (GC/MS) depending on the specific substance. Breathalyzer alcohol testing or 80 hour urine tests for alcohol will be conducted randomly and as needed. Testing logs will be provided to the Program Director on a monthly basis by the contractor.

- 1.7 Contractor staff will provide the court's Project Director and WestEd with specific data identified as necessary for grant reports on a weekly to monthly basis. Information will be provided on all clients referred, denied, refused to participate, enrolled and terminated and other relevant programmatic information as identified in grant proposal. (Ten Key component # 8)
- 1.8 Contractor staff will provide evaluation reports as required by WestEd on clients enrolling, terminating and graduating within the time frame required by WestEd.
- 1.9 Contractor will distribute bus passes (purchased through this grant by the Court/Project Director) for clients not working. This service will be provided for up to 6 months for each client until the budgeted item is expended.
- 1.10 Contractor will provide transportation (in conjunction with bus passes) to all clients within the Southwest region through the hiring of a CSA and utilizing a county van (as funding allows).
- 1.11 Contractor will participate in drug court sessions for "judicial supervision" (Key Component # 1). Drug Court staff meets each Thursday for "Drug Court Status Hearings" and will review each client scheduled in case conferences prior to the Hearing. Counselors will provide progress reports to the Drug Court Team for each client scheduled for court that date. Clients will appear in court weekly to bi-weekly during Phases I and II of treatment or as ordered by the court. Appearances are usually every three weeks in Phase III; every four weeks in Phase IV; and as needed in Phase V. Appearances may be increased in frequency if the client is placed on a treatment sanction. Progress reports will show current information about the client's progress, sanctions/rewards, phase status, employment/school, living arrangements, drug test history, brief notes from counselor and recommendations to the team.
- 1.12 Contractor will work with the Project Director to formalize Procedures that represent the tasks within this scope of work (See the Matrix of Treatment).
- 1.13 Contractor will continue to collect fees (based on sliding scale approved by the Riverside County Board of Supervisors) for services as approved by the Drug Court Oversight Committee. Use of these funds should be approved by the team and accounting of funds provided to the Program Director.
- 1.14 Contractor will participate in select/mandatory Technical Assistance provided by the Grant Funder, SAMHSA, as indicated by the Government Project Officer.
- 1.15 Contractor will coordinate with the Project Director and Drug Court Team to schedule graduations for clients successfully completing the program.

## TASK 2 Treatment Intensive Out-Patient Activities

- 2.1 Contractor will provide treatment services utilizing best practices curriculum, to include process groups, individual sessions and educational sessions maintaining the standard of no more than 14 and no less than 4 clients in a single group.

Program Duration and Structure: The program will be delivered in four phases, and a 6-month aftercare phase.

**Phase 1:** This phase consists of attendance to program treatment four days per week for twelve (12) consecutive weeks. During this time, the individual will have scheduled a physical review or exam as determined by the Contractor's Medical Director. Initially clients will be assessed on an individual basis using department approved assessment tools to determine and develop an individualized treatment plan. Clients will be involved immediately with individual counseling, crisis intervention services, and early recovery process groups. In addition, other treatment programming will include, five family education groups and 12-Step facilitation materials. Each participant will also be required to attend five meetings weekly of Alcoholics Anonymous, Narcotics Anonymous or other type of recovery group of his/her choice. The individual will be drug tested per section 1.6 of this contract. Clients if appropriate, will be encouraged and referred for employment or education services. Clients may advance to Phase II if they have attended the required number of group sessions, attended 60 self help meetings, be at least 30 days drug free, and have completed Steps 1, 2 and 3 of a 12-Step program.

**Phase 2:** This phase of the program requires attendance three times per week for 12 weeks. During this phase, there will be early recovery process groups, and scheduled individual, educational/social support, and life skills development sessions. Treatment programming will include activities and or referrals to address anger management, parenting skills, vocational rehabilitation, educational needs, healthy social/recreational activities, relationship counseling and other topics as needed. Drug testing will be continued per section 1.6. Clients will continue to be required to attend a minimum of 60 self-help group sessions (5 times every week) during this phase. Clients may advance to Phase III if they have attended the required number of group sessions, be at least 60 days drug free, have completed steps 4, 5, and 6 of the 12-Step program, have employment of 32+ hours or full time school or a combination of both approved by the Drug Court Team and be current with program fees.

**Phase 3:** During the 12 weeks of Phase III, clients will attend a minimum of two therapeutic days per week. Clients will continue to be required to attend a minimum of 60 self-help group sessions (five times every week) during this phase and drug test on a random basis at least twice per week. There will be a greater emphasis on relapse prevention, vocational and educational services. Clients may be transitioned to phase 4 if they have completed the minimum requirements of attendance to scheduled sessions, continue to attend the required self-help groups, be at least 90 consecutive days drug free, and completed steps 7, 8, and 9 of the 12-Step program.

**Phase 4:** During the 12 weeks of Phase IV, clients will attend treatment one day per week, have a sobriety sponsor and attend a minimum of 60 self-help group sessions (five times every week) during this phase and drug test on a random basis at least twice per week. Treatment emphasis will continue to focus upon relapse prevention, family development, and self help strengthening. Phase IV clients may advance to After Care if they continue to be employed full time or full time school or a combination of work and school approved by the Drug Court Team. Clients will demonstrate continued payment of all assessed treatment fees, court fines and fees as well as civil restitution, have attended the required number of process groups and scheduled individual sessions, test negative for 120 consecutive days and work to complete steps 10, 11 and 12 of the 12-Step program. Clients will be encouraged to

become "peer support advocates" for newly entering clients. **Phase 5 (Aftercare):** Clients will attend Aftercare groups as required by the team, have a sobriety sponsor and attend a minimum of 60 self-help group sessions (five times every week) during this phase, and continue to drug test on a random basis at least twice per week. Clients must complete the graduation packet and have it approved by their counselor no later than 4 weeks prior to graduation. Continue to be employed full time or full time school or a combination of work and school approved by the Drug Court Team. Clients will demonstrate continued payment of all assessed treatment fees, court fines and fees as well as civil restitution, have attended the required number of process groups and scheduled individual sessions, test negative for 180 days to qualify for graduation. A graduation check off list will be completed by the assigned treatment counselor and Probation Officer verifying completion of all requirements.

- 2.1.1 Individual/Conjoint Sessions. The individual sessions are generally 50-minute sessions designed to address issues on a confidential basis with the counselor and the client. During these sessions, counselors may further assess client needs in the seven treatment planning areas and develop discharge planning needs. Conjoint sessions, may include significant others or those considered important in the recovery process of the client. The content of the sessions is defined in treatment manuals, but may be modified to deal with relapse, crises, or any circumstance that arises and requires individual or familial attention. Counselors also assess need for assistance and referral in the following areas: educational, vocational, medical, psychiatric, legal, childcare, housing, transportation, and relationships. In addition, counselors meet with clients at the end of each treatment Phase to determine if the client will advance to the next treatment Phase.
- 2.1.2 Early Recovery Groups (Process Groups) These sessions are provided to allow clients to receive essential information on how to identify positive and negative feelings. An additional purpose of the group is to teach clients: 1) how to use cognitive tools to reduce craving; 2) how to schedule their time; 3) employ relapse identification techniques in themselves.
- 2.1.3 Relapse Prevention Groups. Relapse Prevention training starts from the beginning of treatment, this group is the means by which clients establish their sobriety goals. The purpose of the Relapse Prevention group is to provide a setting where information about relapse can be learned and shared. Each group focuses on behavior change, and changing the client's cognitive/affective orientation. The clinician facilitates and keeps the group's topic centered and positive with a strong educational element.
- 2.1.4 Family Education Sessions are presented to clients and their families in a group setting using slide presentations, videotapes, panels, and group discussions. The educational component covers areas such as: (a) the biology of addiction; (b) conditioning and addiction; (c) medical effects of addiction; (d) addiction and the family; (e) the recovery process. Successfully engaging families in this component of treatment significantly improves the retention of the client in treatment and continued long term recovery efforts.
- 2.1.5 Life Skills Group. This process covers a wide variety of topics and could include guest speakers from various agencies, some of which are: Probation, law enforcement, vocational services, self help groups, local colleges, and various community support groups. These guest speakers educate and assist clients with resources in areas such as: job skills, resumes, educational direction, legal questions, and health issues. The purpose of much of this practical information is to facilitate the establishment of a new drug-free, positive, healthy, and productive lifestyle.

- 2.1.6 Social Support/Aftercare Group. The content of this group is determined by the needs of those clients attending. If clients have relapsed, review by the Drug Court Team will be initiated and relapse prevention work may be in order. Unstable clients are given direction to help stabilize them and clients moving successfully through the stages of recovery are aided and encouraged to continue with the lifestyle changes that they are making. The Social Support Group makes available activities that foster social events and friendships along with weekly self-help meetings to encourage recovery and build a support system outside of the drug court program.
- 2.1.7 Re-phasing of a client within the treatment program: Clients who have displayed a need for a re-phasing by testing positive for alcohol or drug use, minor violation of probation or breaking program rules will be considered for re-phasing by the Drug Court Team. Usually the length of the re-phase is dependent upon the violation and the need for behavior change.
- 2.2 Contractor will provide case management functions. Documentation of referrals and follow through will be noted in client's chart. A Counselor/Case Manager will conduct an initial assessment at the beginning of treatment to determine client needs and establish a plan of coordinated care. In weekly meetings with clients throughout the first phase of the treatment episode, clients are evaluated on how well they are progressing according to their treatment plan and progress is reviewed with Counselor/Case manager and the Drug Court Team. Ongoing reviews of client progress are done throughout the entire program and progress reports are prepared for the Drug Court Team. The treatment plans are revised with the participation of the client every 90 days or as needed. Education and employment liaisons will be used to assist clients in need of educational/vocational services. Counselor/Case Manager will assist in securing sober living or other housing, medical or mental health care, childcare or legal assistance. Clients will be assessed for need of community services and Counselor/Case Manager will refer, coordinate, and monitor client access to these services.
- 2.3 Contractor will adjust hours of operation to best suit the needs of the clients, providing times of attendance to groups and individual sessions that enhance their work/school schedules. To accomplish this it will require scheduling group and testing times in the morning, afternoon, and evenings.
- 2.4 Contractor will collect and monitor self-help cards from clients assuring that the meetings they attend are legitimate and cards are not forged. A forged meeting will be brought to the Drug Court Team to determine appropriate sanction. Self-help groups such as AA, NA, and CA meetings are widely available, are free of charge, and provide a place where recovering people can meet others who are addressing many of the same issues in recovery. The evidence-based treatment program protocols include topics designed to familiarize clients with this resource and onsite meetings to make initiation into regular meeting attendance easier. Drug Court clients will be required to regularly attend at least five self-help meetings each week over the course of the program, and to continue regular attendance in the Aftercare Phase. Self-help meeting attendance will be monitored with signature cards by the treatment staff.
- 2.5 Contractor agrees to provide treatment services to clients that are referred by Riverside County Superior Court up to the grant budgeted amount. In order to finish 144 clients by September 30, 2012, all clients would need to be enrolled by October, 2011. Clients are identified primarily by Riverside District Attorney, Public Defender and/or Probation and approved by the drug court team. Clients will be considered completed after a minimum 18 months in the program.



**TASK 3      Invoices (Payment)**

3.1      Contractor will submit invoices on a quarterly basis to the Court's Technical Issues Contact.

End of Exhibit 1



services. Cell phones are used by BHSIII while in the field coordinating with Court staff and CSA requires one while in the field transporting clients. All costs are general estimates based on retail pricing at the time of writing grant.

**Supplies not to exceed: \$ 3,215**

**Other:**

**FEDERAL REQUEST**

<b>Item</b>	<b>Rate</b>	<b>Amount</b>	<b>Cost</b>
<b>Positive Verification (Cost reimbursed by the Court)</b>	<b>\$12.50</b>	<b>75</b>	<b>\$ 900</b>

**JUSTIFICATION:** Urine Test kits will be purchased by the Court. Urine Testing will be performed as outlined in the Scope of Work. Monthly testing logs will be provided to the Project Director. Contested positive tests will be sent to outside lab for verification as specified in Scope of Work.

**Reimbursed Other Not to exceed: \$900.00**

**BUDGET SUMMARY:**

<b>Category</b>	<b>Cost</b>
<b>Personnel</b>	<b>\$ 107,295</b>
<b>Fringe</b>	<b>\$ 37,895</b>
<b>Supplies</b>	<b>\$ 3,215</b>
<b>Other</b>	<b>\$ 900</b>
<b>Total Not to Exceed for Year One</b>	<b>\$149,305</b>

END OF EXHIBIT II

### Exhibit III

#### Key Elements of Treatment Drug Court Model in Program Design

The Matrix Drug Court Program will implement each of Drug Courts 10 Key Components:

**Key Component #1 (Integration of treatment services and case processing.):** Treatment providers will be part of the Drug Court Team (DCT) integrating a multi-phase treatment process into the justice system case processing through ongoing interaction and communication with the Court including weekly Drug Court Status Hearings. The DCT will maintain ongoing communication through the exchange of written progress reports on participant performance. The judge will facilitate discussion regarding sanctions and incentives based on progress reports.

**Key Component #2 (Non-adversarial promotion of public safety; protecting due process.):** Using a non-adversarial approach, both the prosecution and defense counsel promote public safety while protecting participants' due process rights. Once a participant is accepted into treatment, the prosecutor and defense counsel must work together to focus on the participant's recovery rather than the case that brought the participant into Drug Court. Both the prosecutor and defense counsel screen the defendant for eligibility, make recommendations regarding sanctions and incentives and participate in case conferencing, review hearings and graduation ceremonies. The County of Riverside has established an MOU for the basic principals of collaborative courts.

**Key Component #3 (Prompt identification and placement.):** The Court acknowledges the importance of promptly placing eligible participants in the Drug Court program. We are aware of the importance of external motivation to leverage participants' compliance and support this intervention by assuring prompt admissions to treatment. The current waiting list will be eliminated with the expanded services proposed here and the Drug Court treatment provider will be able to accommodate referrals in the program with no delay.

**Key Component #4 (Continuum of services):** The Court supports the concept of continuum of care and comprehensive services to adequately meet the needs of participants. The enhancement of services with an employment counselor and education liaison addresses this key component. The treatment team will ensure that treatment services and individuals are suitably matched and are comprehensive. Case managers will coordinate patient access to community resources for HIV testing, medical and psychiatric care, housing, education, and employment.

**Key Component #5 (Frequent alcohol and other drug testing.):** The Drug Court treatment provider will provide accurate drug and alcohol testing services. Participants will be monitored frequently to gauge progress and accountability. Test results and documentation will be monitored and communicated to the Court. Testing procedures will be followed to insure reliability and validity. Tests will be observed. Testing may occur randomly or at scheduled intervals, but occurs no less than twice a week in phases I and II. A coordinated strategy is in place to respond to both positive and negative test results.

**Key Component # 6 (A coordinated strategy in response to compliance.):** There will be a quick response from Drug Court regarding participant's compliance through frequent, regular communication between the treatment provider and the rest of the DCT, and the DCT will determine type of response to either compliance or non-compliance in a coordinated manner. Incentives will be provided through the course of treatment to reward and recognize compliance such as certificates, applause, acknowledgement and tangible incentives. Other strategies, known as sanctions will be used to respond to noncompliant behavior such as

warnings/admonishment from the Judge, increased UA testing, increased treatment (could include residential treatment), and jail sanctions.

**Key Component # 7 (Ongoing judicial interaction with participants.):** The DCT acknowledges the importance of ongoing judicial interaction with each drug court participant and will work together with patients in a coordinated effort. Treatment court staff will meet with the DCT weekly (day and time determined by individual courts) for Drug Court Status Hearings and review each patient scheduled in case conferences prior to the Hearing. The treatment provider will provide progress reports to the DCT for each patient. The Judge will interact with each participant without interference from attorneys. The Judge will provide leadership of monthly administrative meetings in order to insure on-going communication and problem solving. The Judge will insure that fees, fines and/or restitution are acknowledged as part of the participant's treatment.

**Key Component # 8 (Monitoring and evaluation.):** The treatment provider will monitor program services through management information systems called, "SPUDS" or "DOORS," (Client Tracking System Drug Court Treatment Module). The County of Riverside Department of Mental Health is in the process of developing the DOORS system with State CDCI funding to track adult criminal drug court county wide and will be used in future years. This will allow necessary reports to evaluate compliance, treatment activities and outcomes. This information will be available to the DCT for their input on assessment of services. In addition, GPRA data will report performance in the following domains: client's substance use, family and living condition, employment status, social connectedness, access to treatment, retention in treatment, and criminal justice status.

**Key Component # 9 (Interdisciplinary education.):** The DCT supports the belief of interdisciplinary education to ensure cooperation and understanding among different disciplines. We will provide expertise and training regarding treatment issues to personal in the justice system and participate in education and training from the criminal justice system. Additionally, the, Evaluator, Project Director, and Clinical Director will participate in all required SAMHSA trainings, and NADCP training.

**Key Component # 10 (Partnerships among drug courts, agencies and community based organizations.):** The court is actively involved in coalitions between community-based organizations and will support and further the linkage between Drug Court programs and local organizations. The treatment provider will actively recruit new resources for referral to clients. The Project Director will maintain the goal to generate local support and enhance Drug Court program effectiveness through community forums and providing information at community events.

END OF EXHIBIT III