

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONTEREY
AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
FOR THE DUI COURT PROGRAM**

This Memorandum of Understanding (“MOU”), entered into on October 1, 2016, which date is stated for purpose of reference only, is by and between the Superior Court of California - County of Monterey (“COURT”) and the County of Monterey (“COUNTY”) acting through four County agencies: the Monterey County District Attorney’s Office (“the DA”), the Monterey County Public Defender’s Office (“the PD”), the Monterey County Health Department, Behavioral Health Bureau (“BHB”), and the Monterey County Probation Department (“PROBATION”) (collectively, “COUNTY agencies”).

The purpose of this MOU is to set forth the roles and responsibilities of the parties participating in a DUI Court program, and to delineate their rights and responsibilities in fulfilling the purposes of grant number AL1723 (“OTS Grant”) which is attached hereto as Exhibit 1 and incorporated herein by reference. The OTS Grant was awarded to the COURT by the California Office of Traffic Safety (“OTS”) through the National Highway Traffic Safety Administration. The purpose of the OTS Grant is to sustain a DUI Court program at the Monterey County Superior Court. The DUI Court program focuses on high-risk multiple DUI offenders, holding them accountable for their actions and instituting a protocol to facilitate lasting behavioral changes, which shall include regular testing for substance use, participation in self-help meetings or court approved treatment programs, and close supervision by PROBATION and other service providers.

BACKGROUND

The California Office of Traffic Safety, through the National Highway Traffic Safety Administration, awarded the OTS Grant to the COURT in the amount of four hundred forty-nine thousand dollars (\$449,000) for one (1) year, from October 1, 2016 to September 30, 2017, in order to sustain and expand a DUI Court program in collaboration with agency partners. The DUI Court program will continue to address the challenge of repeat-offense drunk drivers through a program based on the Drug Court model. The COURT’s application for the OTS Grant was developed in consultation with the COUNTY agencies.

To implement the terms of the grant, the COURT and its partnering COUNTY agencies have established a collaboration through which the DUI Court program will operate and pursuant to which: the COURT provides judicial and administrative services, DA provides prosecution services, PD provides legal representation services, BHB provides treatment referrals, alcohol and drug testing, and case management services, and PROBATION provides drug and alcohol testing and probation oversight services.

Therefore, in order to reaffirm the understanding by which the DUI Court program will operate, to establish a self-sustaining system that will include contracted treatment providers and client payment, and to confirm an understanding regarding the implementation of the OTS Grant and the reimbursement of certain costs, the COURT and the COUNTY hereby agree to the terms set forth in this MOU.

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1.0 TERM, CONTINUANCE, AND TERMINATION

- 1.1 Except as set forth in Paragraph 1.2 below, the duration of this MOU is concurrent with the OTS Grant period, and shall commence on October 1, 2016, and end on September 30, 2017 or on such later date, as is established by an extension of the grant period. Obligations that continue beyond the end of the OTS Grant period and are necessary to carry out the purposes or terms of the grant, such as those that concern invoicing and reporting, shall continue for such reasonable period beyond the end of the OTS Grant period as is necessary for their accomplishment.
- 1.2 If, prior to the end of the OTS Grant period and any extensions thereof, the parties have agreed to continue the DUI Court program, the parties shall act in good faith to negotiate the terms of a new MOU or other agreement for the DUI Court program.
- 1.3 Any party to this MOU, including any of the participating COUNTY agencies, may terminate its involvement in the DUI Court program, with or without cause, upon thirty (30) calendar days' written notice to the COURT and the other participating COUNTY agencies. All parties will thereafter meet to determine the appropriate disposition of the program participants who will be affected by the termination. Obligations pertaining to indemnification for, and defense of, any cause of action accruing during the term of this MOU shall survive the termination of this MOU.

2.0 RESPONSIBILITIES OF PARTICIPATING AGENCIES AND STAFF

The agencies participating in the DUI Court program agree to provide staff and resources to assume the responsibilities and perform the services described below:

2.1 The Superior Court

The COURT shall assign COURT personnel to the DUI Court program as follows:

2.1.1 Judicial Officer

The COURT shall assign one (1) or more Judicial Officers to preside over the cases in the program. The services of the Judicial Officers are not reimbursable under the OTS Grant.

2.1.2 Grant Director

The COURT shall assign a Grant Director to the DUI Court program. The Grant Director will administer the OTS Grant and monitor the reporting compliance, monitor and approve expenditures, and assist the DUI Court team in other areas necessary. The services of the Grant Director are not reimbursable under the OTS Grant.

2.1.3 Courtroom Staff

The COURT shall assign one or more courtroom staff to provide clerical support and attend to duties associated with the courtroom functions

associated with the DUI Court. The services of the courtroom staff are not reimbursable under the OTS Grant.

2.2 The District Attorney

The DA shall assign Deputy District Attorneys to the DUI Court program, whose duties shall include but are not necessarily limited to:

- 2.2.1 Overseeing the case processing of participants through the DUI Court program;
- 2.2.2 Providing counsel on legal questions or problems relating to criminal law or procedure that may arise in the course of operating the DUI Court program, and as the issues relate to prosecutorial functions;
- 2.2.3 The services of the Deputy District Attorneys are not reimbursable under the OTS Grant; and
- 2.2.4 Identifying individuals who may qualify for referral to the DUI Court program. The DA may, but is not required to, recommend a referral for a particular defendant. If the DA finds, after review of the defendant's file, including but not limited to police reports and criminal history, that the defendant does or does not qualify for the DUI Court program, the DA will inform the Court of this determination. The decision to recommend referral of a person to the program is solely within the discretion of the DA.

2.3 The Public Defender

The PD shall assign Deputy Public Defenders to the DUI Court program, to the extent necessary to represent Public Defender clients, whose duties shall include:

- 2.3.1 Providing legal representation to defendants, including those defendants who were initially represented by private attorneys who request PD representation and who qualify for representation under Government Code Section 27706;
- 2.3.2 Requesting, on behalf of defendants, that cases be set for DUI Court evaluation and that the cases be calendared for the next court session at the appropriate DUI Court location;
- 2.3.3 Interviewing candidates for program suitability and, during the interview, outlining the program requirements, giving the necessary legal advisements, and eliciting an agreement to participate from clients who wish to participate; and
- 2.3.4 The services of the Deputy Public Defenders are not reimbursable under the OTS Grant.

2.4 Health Department, Behavioral Health Bureau

2.4.1 BHB shall assign one (1) FTE Psychiatric Social Worker and one (1) (.50) FTE Case Manager. The Psychiatric Social Worker will perform formal assessments, develop treatment plans and match participants with treatment programs. The Case Manager will provide assessment, compliance monitoring, and case management services. BHB will provide the services as follows:

- 2.4.1.1 Perform intake and assessment of offenders who are being evaluated for admission into the DUI Court program;
- 2.4.1.2 Provide referrals and match clients with substance abuse treatment programs and monitor participation;
- 2.4.1.3 Monitor DUI participant compliance through regular check-ins, including alcohol tests;
- 2.4.1.4 Provide case management and referrals to community resources;
- 2.4.1.5 Assist clients with time management and transportation needs; and
- 2.4.1.6 Orally report on participant progress during DUI Court hearings.

2.4.2 The salary and benefits of the one (1) FTE Psychiatric Social Worker and of one (1)(.50) FTE Case Manager are reimbursable pursuant to the budget limits provided in Schedule B-1 of the OTS Grant AL1723.

2.4.3 BHB shall assign staff as BHB deems necessary to insure the performance of the following services in support of the DUI Court program:

- 2.4.3.1 Continuing, for the duration of the OTS Grant, to evaluate potential program participants, track participation and regularly report on participant progress during DUI Court hearings;
- 2.4.3.2 Attend regular DUI Court team meetings and trainings pursuant to OTS Grant AL1723; and
- 2.4.3.3 The services of the staff performing these services are not reimbursable under the OTS grant.

2.4.4 BHB will purchase supplies and lab testing fees of DUI Court participants in order to detect their use of prohibited substances. These supplies may include, EtG (ethyl glucuronide) alcohol tests, breathalyzers, urine screening tests, and other similar products designed to measure recent alcohol or alcohol and substance use. BHB will also purchase supplies for the Courage to Change Interactive Journaling System, office supplies and office space.

2.4.4.1 Pursuant to OTS Grant AL1723 these items are reimbursable up

to the limits provided in Budget Schedule B-1.

2.5 The Probation Department

2.5.1 PROBATION shall assign one (1) Deputy Probation Officer to the DUI Court program to perform the following services described below:

2.5.1.1 Evaluation of individuals that petition the COURT to enter the DUI Court program; verifying that the participants meet program standards by investigating residence, criminal, family, and social background issues;

2.5.1.2 Collaborating with participants and other team members to formalize a case plan that defines participant needs and goal-attainment strategies, and then working within the team to allocate responsibility for monitoring participant progress toward each goal;

2.5.1.3 Assessing the risk for re-offense of each participant, formulating supervision strategies to hold each participant accountable for violations, addressing any violations swiftly by notifying all parties within the team and working with the team members to recommend an appropriate sanction;

2.5.1.4 Testing participants for alcohol and drugs, and conducting home visits to insure compliance with DUI Court and Probation rules;

2.5.1.5 Tracking and monitoring testing results, and tracking the sanctions imposed by the COURT; and

2.5.1.6 Report client progress with the COURT that address the participants' actions and observable behavior, both positive and negative, and offer the team's recommendations to the COURT.

2.5.2 Pursuant to OTS Grant AL1723, the salary and benefits of one (1) Probation Officer is reimbursable to the limits provided in Budget Schedule B-1.

2.5.3 PROBATION will purchase supplies for, as well as any appropriate laboratory analyses of, alcohol and drug testing of DUI Court participants in order to detect their use of prohibited substances. These supplies may include EtG (ethyl glucuronide) alcohol tests, breathalyzers, urine screening tests, alternative monitoring devices such as a continuous transdermal ankle bracelet or a camera enabled remote alcohol breath analyzer and other similar products designed to measure recent alcohol or alcohol and substance use.

2.5.3.1 Pursuant to OTS Grant AL1723, the testing supplies are

reimbursable to the limits provided in Budget Schedule B-1.

- 2.5.4 To the limits provided in Budget Schedule B-1, the grant provides for bus passes, IT Data, communications, office supplies and printing/duplication fees.

3.0 PROGRAM COORDINATION AND REPORTING

3.1 Program Coordination

- 3.1.1 The activities of DUI Court personnel shall be coordinated pursuant to applicable program policies and procedures to the extent that such policies and procedures do not conflict with those of their employing agencies.
- 3.1.2 DUI Court personnel shall work together as a team, coordinating and communicating with each other as much as possible to accomplish the goals and objectives of the DUI Court program.
- 3.1.3 The COURT shall meet regularly with BHB and PROBATION regarding grant expenditures and reporting to insure that the procedures set forth in this MOU are being followed, and to address any issues that may arise.

3.2 Program Reporting

- 3.2.2 BHB and PROBATION shall establish and maintain procedures for gathering and retrieving output data regarding their participation in the DUI Court program. Financial records and data relating to the operation of the DUI Court program shall be maintained in as required by OTS, which will enable the COURT to meet the fiscal reporting requirements of the OTS Grant and enable the COURT and/or OTS to perform an accounting of program costs.
- 3.2.3 BHB and PROBATION will provide to the COURT, within fifteen (15) days after the end of each quarterly grant reporting period (January 30, April 30, July 30, October 30), the information and documentation needed by the COURT in order for it to make quarterly reports to OTS regarding the progress made toward achieving the objectives of the grant award and the expenditure of grant funds within the reporting period.
- 3.2.4 BHB and PROBATION shall establish and maintain procedures for gathering and retrieving data for DUI Court participants regarding number of individuals screened and number of individuals participated in program, the status of their compliance with court orders, results of their tests, and demographic data – that will be of help to the COURT in its coordination of the DUI Court program, and in its publication of the results of the program.

4.0 FISCAL ACCOUNTABILITY

4.1 Administrative Agent for the OTS Grant

As the lead administrative agency for implementing the terms of the OTS Grant, the COURT is responsible for reporting to OTS on the progress of the DUI Court in achieving the grant objectives; and is responsible as well for submitting, for review and approval by OTS, all claims and supporting documentation regarding expenses qualifying for reimbursement under the OTS Grant.

4.2 Reimbursement of Expenses from OTS Grant Funds

For qualifying expenses incurred during the OTS Grant period and any extensions thereof, and subject to approval by OTS, the COURT shall reimburse BHB and PROBATION as reimbursed by OTS, as follows:

- 4.2.1 To BHB, in amounts not to exceed one hundred sixty-five thousand nine hundred ninety-two dollars (\$165,992) for the service of one (1) Psychiatric Social Worker and one (1) (.50) Case Manager; four thousand nine hundred fifty dollars (\$4,950) for in and out-of-state training travel expenses, and forty-six thousand five hundred seventy dollars (\$46,570) for DUI testing and other supplies as detailed in Schedule B of the OTS Grant AL1723 budget.
- 4.2.2 To PROBATION, in amounts not to exceed one hundred forty-five thousand nine hundred twenty-seven dollars (\$145,927) for the service of one deputy probation officer, four thousand nine hundred fifty dollars (\$4,950) for in and out-of-state training travel expenses, and sixty-seven thousand two hundred forty-four dollars (\$67,244) for DUI testing and monitoring supplies, bus passes, and office equipment as detailed in Schedule B of the OTS Grant AL1723 budget.

4.3 Requirements re: Claims for Reimbursement

Claims for reimbursement for qualifying expenses incurred during the OTS Grant period shall be made by BHB and PROBATION as follows:

- 4.3.1 BHB and PROBATION shall submit quarterly claims using OTS form OTS-39 for services rendered by their respective personnel, and for testing supplies and analyses, within fifteen (15) days after the end of the each quarterly grant period (January 30, April 30, July 30, October 30) for which the claim is being made, even if no expenses were incurred. It is imperative that such claims be made in a timely manner in order for the COURT and grant participants to meet the requirements of the grant and to insure appropriate reimbursement by OTS.

- 4.3.2 All claims submitted to COURT shall be complete and shall include proof of payment as well as all required backup documentation.
- 4.3.3 BHB and PROBATION shall provide a quarterly Employee Time Certification for employees receiving 100% personnel services funding from the OTS grant and who work 100% of their time on OTS grant activities. For employees who work less than 100% of their time on OTS grant activities and /or only partially funded through the OTS grant, BHB and PROBATION shall submit Personnel Activity Reports (PAR) each quarter. The PAR of each staff member for whom salary and benefit reimbursement is sought shall accurately reflect the program and, if any, the non-program hours coded by the staff member during the period covered. Employee Time Certifications and PARs must be signed by the employee and their immediate supervisor as required by OTS.
- 4.3.4 It is understood that the failure to submit timely and complete reimbursement claims with all appropriate supporting documentation may result in the denial of such claims by OTS.
- 4.3.5 The Court will provide reimbursement of claims to BHB and PROBATION in the amount authorized and paid by OTS within ten (10) days of receipt from OTS.
- 4.3.6 It is understood and agreed that, in order for any purchase of testing supplies or analyses to be reimbursable under the OTS Grant, the relevant order must have been placed after the start of the OTS Grant period, within the budgeted amounts provided within the grant, and all testing supplies so ordered must be used, and all analyses must be performed, before the end of the OTS Grant period and any extension thereof.
- 4.3.7 BHB and PROBATION shall comply with all provisions of the OTS Grant and applicable local, state, and federal policies governing the use of OTS Grant funds.

4.4 Requirements for Record Keeping

- 4.4.1 BHB and PROBATION also agree to provide the COURT, at the end of the first year of the OTS Grant period, a computation of the unreimbursed annual expenses of said agency, if any, that are attributable to the DUI Court program.
- 4.4.2 BHB and PROBATION shall maintain financial records and data (e.g., receipts, invoices, time-sheets) relating to services rendered and expenses claimed for reimbursement under the OTS Grant for a period in accordance with state and federal law, with the minimum retention period being no less than three (3) years.
- 4.4.3 It is understood that accounting records must be maintained which adequately identify and segregate OTS resources and expenditures from all other transactions and adequate source documentation must be retained by all grant participants.

5.0 CONFIDENTIALITY

- 5.1 The parties shall maintain the confidentiality of all participant records in accordance with all applicable federal, state, and local laws, regulations, ordinances, and directives relating to privacy and confidentiality. All non-public records and information concerning any and all matters referred to the COURT by DA, BHB, PD, PROBATION, or by the COURT to DA, BHB, PD, or PROBATION shall be considered and kept confidential by all parties and their respective staff, agents, employees, and volunteers to the extent permitted by law. All non-public information obtained by the COURT, DA, BHB, PD, or PROBATION in the performance of this MOU shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.
- 5.2 The COURT, DA, BHB, PD, and PROBATION shall institute policies and procedures to insure that participant information is not accessed by anyone not authorized to access the information or not needing to access the information as part of their assigned duties. The COURT, DA, BHB, PD, and PROBATION shall promptly investigate any indication of inappropriate access or sharing, and take appropriate action regarding any violations or potential further inappropriate access or disclosures.

6.0 INDEMNIFICATION

- 6.1 The COURT agrees to indemnify, defend with counsel approved in writing by the COUNTY, and hold the COUNTY, its elected and appointed officials, officers, agents, and employees harmless from any and all claims, demands, losses or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by the COURT pursuant to this MOU. If judgment is entered against the COURT and the COUNTY by a court of competent jurisdiction because of the concurrent active negligence of the COUNTY, the COURT and the COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment of liability.
- 6.2 The COUNTY agrees to indemnify, defend with counsel approved in writing by the COURT, and hold the COURT, its elected and appointed officials, officers, agents, and employees harmless from any claims, demands, losses or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by the COUNTY pursuant to this MOU. If judgment is entered against the COUNTY and the COURT by a court of competent jurisdiction because of the concurrent active negligence of the COURT, the COUNTY and the COURT agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment of liability.

7.0 NOTICES

Except for the parties' routine exchange of information and cooperation, any and all notices, requests, demands, and other communications required or permitted to be given under the terms of this MOU shall be in writing and shall be hand-delivered or mailed to the parties as follows, unless prior notice of a change of address is given:

7.1 Notices to the COURT shall be sent to the following:

Teresa A. Risi, Court Executive Officer (or designee)
Monterey County Superior Court
240 Church Street
Salinas, CA 93901

7.2 Notices to DA shall be sent to the following:

Dean D. Flippo, District Attorney (or designee)
Monterey County District Attorney
230 Church Street, Bldg. 3
Salinas, CA 93901

7.3 Notices to PD shall be sent to the following:

Frank Dice, Interim Public Defender (or designee)
Monterey County Public Defender
111 West Alisal Street
Salinas, CA 93901

7.4 Notices to BHB shall be sent to the following:

Elsa Jimenez, Health Department, Director (or designee)
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

7.5 Notices to PROBATION shall be sent to the following:

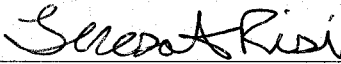
Marcia Parsons, Chief Probation Officer (or designee)
Monterey County Probation Department
20 East Alisal Street
Salinas, CA 93901

8.0 ALTERATION OF TERMS

This MOU, together with the exhibits attached hereto and incorporated herein by reference, expresses the full understanding of the parties and is the total agreement between the parties as to the subject matter of this MOU. No addition to, or alteration of, the terms of this MOU shall be valid unless made in the form of a written amendment to this MOU approved and executed by all parties. [Signatures on next page]

Acceptance: The parties hereto have agreed to the terms described in this MOU and have executed this MOU in the County of Monterey, State of California.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

By: 
TERESA A. RISI
COURT EXECUTIVE OFFICER


Date: 12/27/2016

COUNTY OF MONTEREY

By: 
CHAIR OF THE BOARD OF SUPERVISORS

Date: 12-14-16

**APPROVED AS TO FORM:
COUNTY COUNSEL
MONTEREY COUNTY, CALIFORNIA**

By: 
DEPUTY COUNTY COUNSEL

Date: 12-1-16

RECOMMENDED FOR APPROVAL:

MONTEREY COUNTY DISTRICT ATTORNEY

By: 
DEAN D. FLIPPO
DISTRICT ATTORNEY

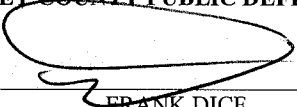
Date: 12/2/14

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

By: 
ELISA JIMENEZ
DIRECTOR OF HEALTH

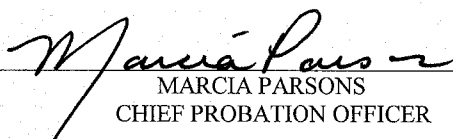
Date: 12/2/2016

MONTEREY COUNTY PUBLIC DEFENDER

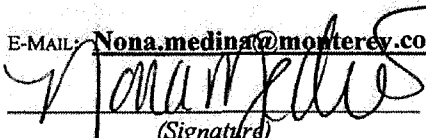

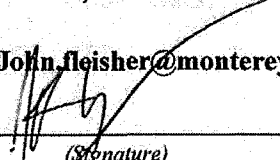
By: 
FRANK DICE
INTERIM PUBLIC DEFENDER

Date: 12/2/16

MONTEREY COUNTY PROBATION DEPARTMENT

By: 
MARCIA PARSONS
CHIEF PROBATION OFFICER

Date: 12-2-16

1. GRANT TITLE DRUG/ALCOHOL TREATMENT COURT	
2. NAME OF AGENCY MONTEREY COUNTY SUPERIOR COURT	4. GRANT PERIOD From: 10/1/16 To: 9/30/17
3. AGENCY UNIT TO ADMINISTER GRANT MONTEREY COUNTY SUPERIOR COURT	
5. GRANT DESCRIPTION The Monterey County Superior Court will sustain and expand an existing evidence-based DUI Court. The program will include both alcohol and drug DUI offenders, and address the increase in fatalities and injuries resulting from collisions resulting from drivers with drugs or alcohol or both in their systems.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 449,000.00	
7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) • Exhibit A – Certifications and Assurances • Exhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
A. GRANT DIRECTOR NAME: Nona Medina PHONE: 831-775-5455 TITLE: Administrative Analyst FAX: 831-775-5499 ADDRESS: 240 Church Street, 3rd Floor Salinas, CA 93901 E-MAIL: Nona.medina@monterey.courts.ca.gov  _____ (Signature) 9/30/16 (Date)	B. AUTHORIZING OFFICIAL OF AGENCY NAME: Teresa A. Risi PHONE: 831-775-5678 TITLE: Court Executive Officer FAX: 831-775-5499 ADDRESS: 240 Church Street, 3rd Floor Salinas, CA 93901 E-MAIL: Teresa.risi@monterey.courts.ca.gov  _____ (Signature) 9/30/16 (Date)
C. FISCAL OR ACCOUNTING OFFICIAL NAME: John Fleisher PHONE: 831-775-5467 TITLE: Chief Financial Officer FAX: 831-775-5499 ADDRESS: 240 Church Street, 3rd Floor Salinas, CA 93901 E-MAIL: John.fleisher@monterey.courts.ca.gov  _____ (Signature) 9/30/16 (Date)	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: Monterey County Superior Court ADDRESS: 240 Church Street, 3rd Floor Salinas, CA 93901
9. DUNS NUMBER DUNS #: 830546961 REGISTERED ADDRESS & ZIP: 240 Church Street, Room 305 Salinas, CA 93901-2683	

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EFFECTIVE DATE OF AGREEMENT:	<u>10/1/2016</u>	GRANTEE	<u>MONTEREY COUNTY SUPERIOR COURT</u>	GRANT NO.	<u>AL1723</u>
10. Fin Action No.	<u>1</u>	Date:	<u>6/29/2016</u>	12. TYPE OF AGREEMENT	Initial <input checked="" type="checkbox"/> Revision <input type="checkbox"/> Conf. <input type="checkbox"/>
Revision No.		Date:		PAID MEDIA	PROGRAM INCOME
				TASK NO.	F.F.Y.
				<u>5</u>	<u>2017</u>

11. Action Taken

Initial approval of 2017 HSP funds obligated.

13. FUNDING DISPOSITION & STATUS	
Fiscal Year	Amount
2016-17	449,000.00
2015-16	
2014-15	
2013-14	
Total	449,000.00
Obligated This Action	449,000.00
Previously Obligated	0.00
Total Amount Obligated	449,000.00
TOTAL FUNDS PROGRAMMED	449,000.00

14. FUNDING DETAIL: FISCAL YEAR GRANT PERIOD ENDING: 9/30/2017

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164AL	20.608	0521-0890-101 (10/15)	2015	10/15	2015	\$ 269,400.00
164AL	20.608	0521-0890-101 (BA/16)	2016	BA/16	2016	\$ 179,600.00
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
-	-	-	-	-	-	\$ -
TOTAL FEDERAL FUNDS:						\$ 449,000.00

15. GRANT APPROVAL & AUTHORIZATION TO EXPEND OBLIGATED FUNDS

A. APPROVAL RECOMMENDED BY	B. AGREEMENT & FUNDING AUTHORIZED BY
<p>NAME: JUDY DANCY TITLE: Program Coordinator PHONE: (916) 509-3052 E-MAIL: judy.dancy@ots.ca.gov Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>Signature _____</p>	<p>NAME: RHONDA L. CRAFT TITLE: Director Office of Traffic Safety 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758</p> <p>Signature _____</p>

SCHEDULE A
GRANT DESCRIPTION
GRANT No. AL1723

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1. PROBLEM STATEMENT

The County of Monterey continues to be negatively impacted by the prevalence of issues related to drug and alcohol substance abuse, including traffic collisions resulting from driving under the influence of drugs or alcohol or both. In response to these ongoing issues, and with the support of OTS grant funds, the Monterey County Superior Court established an evidenced-based DUI Treatment Court in October 2015, designed to address alcohol DUI recidivism, which remains a serious problem on roadways across the State. In the first few weeks, this newly implemented treatment court evaluated and enrolled **seven (7) participants into the intensive supervision alcohol DUI Treatment Court program, which will also serve as the baseline for the 2017 grant renewal.** The Court intends to expand the program to include both alcohol and drug DUI offenders, as NHTSA's *Impaired Driving Report* indicates that 57 percent of fatally injured drivers had alcohol and/or other drugs in their system – 17 percent had both. The DMV's *2015 MIS Report* also indicates that the number of drug-involved crash fatalities has increased by 9.0 percent in 2013, after an increase of 15.4 percent in 2012. Expanding the DUI Treatment Court to include alcohol, drug and poly-abusers will further the goals of enhancing public safety by reducing recidivism, which will prevent and reduce fatalities, serious injuries and the economic hardships caused by these types of traffic collisions.

Monterey County is a multicultural and diverse community with a population of close to half a million people. South Monterey County is primarily a rural agricultural area made up of several small towns and the Peninsula is an urban/suburban area dominated by tourism. Population estimates for 2014 provided on the US Census Bureau's website indicate the County of Monterey is dominantly Hispanic, as shown in the table to follow:

2014 POPULATION – MONTEREY COUNTY	
Race	% of Pop.
American Indian	2.7%
Asian	6.9%
Black	3.5%
Hispanic	57.4%
Multi-racial	3.7%
White	31.2%

Many Hispanic residents employed in the agricultural industry are seasonal and/or transient workers and are to a greater degree impacted by poverty. Life for these economically disadvantaged families without access to appropriate health care, nutrition, screening for early detection of learning disabilities and mental health needs or the ability and resources to protect their children have adverse results. Information provided by a report written by the City of Salinas, *Salinas Comprehensive Strategy for Community-wide Violence Reduction*, indicates that these factors may result in impoverished children becoming disenfranchised adults due to their unaddressed social, emotion, psychological needs leading to academic failure and the inability to self-sustain, let alone sustain a family once they reach adulthood. This can perpetuate across generations, making a life of crime and gang involvement fiscally attractive.

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The majority of crimes within Monterey County have a direct nexus to the gang epidemic particularly within the City of Salinas, which was designated by the Department of Justice Division of Law Enforcement Bureau of Investigation and Intelligence as "one of the communities most affected by Hispanic street gang violence the fourth highest city in state for homicides per capita." Risk behaviors associated with gang affiliation include alcohol and drug abuse, which also result in drug/alcohol DUI incidents and collisions.

Statistics provided by the California Attorney General's website indicate that over the ten-year period of 2005-2014 there was an annual average of 10,711 misdemeanor and 4,784 felony arrests in Monterey County. While this information does not specifically report on the number of arrests where alcohol and/or drugs were related to the crime, data provided by the US Department of Justice *Drug Related Crime Fact Sheet* indicates that an average of 32.4 percent of juvenile and adult inmates reported being under the influence of drugs or drugs and alcohol at the time of their offense. Additionally, 26.1 percent acknowledged use of drugs or alcohol within the same year as committing a crime. Data obtained from the Attorney General's website also indicates that there is an annual average of 2,599 misdemeanor DUI arrests and 72.7 felony DUI arrests over the same ten-year period. Provided in the table below is five-year's of data obtained from the California Attorney General's website:

DUI ARRESTS – MONTEREY COUNTY					
Year	2010	2011	2012	2013	2014
# Arrests	2,657	2,308	2,189	2,172	2,233

The DMV's 2015 *MIS Report* summarizes that counties where the population of Hispanics is high, their DUI arrest rate is also high. In Monterey County, the statistics support this summary as Hispanics comprised 64.4 percent of those arrested for DUI during 2013. Additionally, the report also provides that of the 2,164 DUI arrests in 2013 Monterey County, 970 of them were between the age of 21-30 and of that 970, 783 were male. The details of the DMV's 2013 data for Monterey County are provided in the table to follow:

**MONTEREY COUNTY
2013 DUI ARRESTS BY AGE, GENDER, AND RACE / ETHNICITY**

AGE	TOTAL	GENDER				RACE / ETHNICITY							
		MALE		FEMALE		WHITE		HISPANIC		BLACK		OTHER	
		N	%	N	%	N	%	N	%	N	%	N	%
Under 18	12	10	83.3	2	16.7	2	16.7	9	75.0	1	8.3	0	0.0
18-20	156	137	87.8	19	12.2	28	17.9	124	79.5	1	0.6	3	1.9
21-30	970	783	80.7	187	19.3	224	23.1	691	71.2	28	2.9	27	2.8
31-40	451	372	82.5	79	17.5	97	21.5	317	70.3	14	3.1	23	5.1
41-50	294	226	76.9	68	23.1	105	35.7	170	57.8	12	4.1	7	2.4
51-60	183	135	73.8	48	26.2	102	55.7	68	37.2	6	3.3	7	3.8
61-70	81	62	76.5	19	23.5	66	81.5	13	16	1	1.2	1	1.2
71-up	17	12	70.6	5	29.4	16	94.1	1	5.9	0	0.0	0	0
TOTAL	2164	1737	80.3	427	19.7	640	29.6	1393	64.4	63	2.9	68	3.1

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The Drug/Alcohol DUI Treatment Court will continue to target non-violent repeat DUI offenders, expanding to include alcohol and drug DUI's, and first time offenders with a high blood alcohol content and/or a chemical addiction, to intervene utilizing strict supervision, treatment services, and other resources to reduce and prevent re-offenses. Providing alternatives to incarceration alone, focused on providing treatment, structure, and other resources to those who have a chemical addiction has proven effective. The National Center for DUI Court's website summarizes several studies on the success of DUI Treatment Courts, including one conducted by the Campbell Collaboration who conducted a meta-analysis of 28 evaluations of DUI Courts. This study resulted in a conclusion that these programs reduced recidivism by as much as 50-60 percent.

DUI offenders accepted into the Monterey County DUI Treatment Court program will benefit from the strict supervision of a culturally and linguistically competent probation officer, regular interaction with a judge, constructive support through peer self-help meetings, multi-behavioral treatment services, coaching on coping skills/life management by a behavioral health professional, addressing transportation issues, and referrals to other support services for child care, education advancement, employment services, and other resources as essential for the success of each individual program participant.

3. PERFORMANCE MEASURES

A. Goals:

- 1) Reduce the number of persons killed in traffic collisions.
- 2) Reduce the number of persons injured in traffic collisions.
- 3) Reduce the number of new DUI offenses by Drug/Alcohol DUI Treatment Court participants.
- 4) Reduce recidivism, enhance community safety, and foster a healthier and safer life for participants and their families by providing productive alternatives to incarceration alone; including supervision, strict accountability, drug/alcohol treatment and peer self-help services.
- 5) Advance relationships with public agencies and forge new relationships with community-based organizations through collaboration of the Drug/Alcohol DUI Treatment Court.
- 6) Monitor participant accountability through integrated supervision, alcohol/drug treatment services, and judicial monitoring.

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B. Objectives:

- 1) Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
- 2) Enhance the newly established DUI Treatment Court to include drug and alcohol DUI offenses.
- 3) Research and employ new progressive practices especially for drugged driving offenders and update DUI Court program materials to include supervision guidelines specific to this group.
- 4) Monitor the Drug/Alcohol DUI treatment Court program success and recidivism rates so data can be collected for analysis of the two-year program.
- 5) Screen at least 100 program referrals in an effort to admit at least 48 participants into the Drug/Alcohol DUI Treatment Court program.
- 6) Integrate regular/random drug testing into the supervision program, utilizing new technologies where feasible.
- 7) Maintain and expand existing agency partnerships and establish new partnerships with local high schools, colleges, and community groups to work in collaboration on educational outreach targeted to these age groups to deter drinking/drugged driving.
- 8) Conduct at least 1 Real DUI Court sentencing in schools "Choices and Consequences" program to include at least 3 area schools.
- 9) Collaborate with local CHP office to conduct at least 1 "Every 15 Minutes" program to include at least 3 area high schools.
- 10) Participate in best-evidence practices trainings designed to educate the court and agency partners on new progressive practices which may enable program participants to successfully complete treatment with a goal of not reoffending.

4. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- **Preparation and Implementation:** The program will, integrate drugged DUI offenses requiring a review of program parameters and an update of program materials to appropriately reflect the inclusion of these offenses. The DUI Treatment Court team will meet to discuss this integration and

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impacts to assessment and supervision and update program materials where necessary. The Court will also establish data collection protocols with the team.

- **Contracts:** The Court will renew the MOU with Probation and Behavioral Health Bureau for provision of assessment and supervision services for the 2017 fiscal year. These services are currently being provided and a MOU is in place, so no delay is anticipated.
- **Purchases:** Alcohol, drug testing and other supplies and equipment will be purchased during the start-up quarter.
- **Training:** Members of the DUI Treatment Court team will have attended two separate refresher trainings in the 2nd and 3rd quarters of the 2016 fiscal year, so no initiation training is expected in the 1st quarter of the 2017 fiscal year. The Court will conduct an orientation with local private attorneys and attorneys with the District Attorney and Public Defender offices in the 1st quarter to ensure a continued awareness of the program and sustain support through program referrals.

B. Phase 2 - Program Operations (Throughout Grant Year)

- **Operations:** The Monterey County Superior Court will sustain a Drug/Alcohol DUI Treatment Court utilizing evidence-based best practices. Following arraignment for a qualifying DUI offense, referrals will be assessed by Behavioral Health Bureau and a recommendation made to the Court and the treatment court team. If eligibility is determined, the participant will be sentenced and supervision, treatment, self-help meetings and case management, and other required services will be initiated. The DUI Treatment Court team will conduct weekly sessions and attend court proceedings to report on individual progress or non-compliance issues. The court will issue incentives and sanctions, as necessary.

Program participants will continue to be monitored and data collected on participant compliance, program progress and non-compliance factors. Relevant information will be collected to monitor the program's success, which will also be utilized for grant performance reporting.

- **Training:** The DUI Treatment Court team will attend the annual NADCP training conference, July 9-12, 2017 in National Harbor, MD as an educational refresher and to be exposed to advances in alternative testing, treatment, supervision methodologies and to network with other collaborative court professionals to ensure the ongoing effectiveness of the Monterey program.
- **Educational Outreach:** The Court and agency partners will establish relationships with the local CHP and area schools, defining timelines and setting dates in preparation of the coordination of at least one Every 15 Minutes and at least one Real DUI in Schools program to be conducted toward the end of the grant period.

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Media Requirements

- Submit all grant-related activity press releases, media advisories, and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - ✓ If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Invoice Claims (due January 30, April 30, July 30, and November 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and November 30)
 - ✓ Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
 - ✓ Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
 - ✓ Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Schedule C – Data Collection Form, if applicable.
 - ✓ Collect, analyze and report statistical data relating to the grant goals and objectives.

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GRANT DESCRIPTION
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5. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

6. ADMINISTRATIVE SUPPORT

This program has full support of the county of Monterey. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. AL1723

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED	\$ 449,000.00

COST CATEGORY	FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
	CFDA	FY-1		
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Full-Time</u>				
None				
<u>Overtime</u>				
None				
Category Sub-Total		\$ -		\$ -
B. TRAVEL EXPENSE				
In-State				\$ -
Out-of-State	20.608	\$ 13,367.00		\$ 13,367.00
Category Sub-Total		\$ 13,367.00		\$ 13,367.00
C. CONTRACTUAL SERVICES				
Monterey County Probation Department	20.608	\$ 218,121.00		\$ 218,121.00
Monterey County Behavioral Health Bureau	20.608	\$ 217,512.00		\$ 217,512.00
Category Sub-Total		\$ 435,633.00		\$ 435,633.00
D. EQUIPMENT				
None				\$ -
Category Sub-Total		\$ -		\$ -
E. OTHER DIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
F. INDIRECT COSTS				
None				\$ -
Category Sub-Total		\$ -		\$ -
GRANT TOTAL		\$ 449,000.00		\$ 449,000.00

SCHEDULE B-1
GRANT NO. AL1723

BUDGET NARRATIVE

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PERSONNEL COSTS

None

TRAVEL EXPENSE

Out-Of-State

Appropriate staff may attend the NADCP Conference in National Harbor, MD in support of the grant goals and objectives. The 7-member DUI court team will attend the NADCP Conference July 9-12, 2017. The team members consist of the Judge, District Attorney, Public Defender, Sheriff, and Grant Director. *All out-of-state travel not specifically identified in the Schedule B-1 (Budget Narrative) must receive written approval from OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

Monterey County Probation Department: The Court will contract with Monterey County Probation to provide probation monitoring, which is one of the ten required components of an evidence-based DUI court.

Monterey County Behavioral Health Bureau: The Court will contract with the Monterey Health Department, Behavioral Health Bureau (BHB) to provide assessments, compliance monitoring, and case management services.

EQUIPMENT

None

OTHER DIRECT COSTS

None

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. AL1723
 SUB BUDGET: Behavioral Health

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION			TOTAL AMOUNT
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED			\$ 217,512.00
COST CATEGORY		FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	FY-1		
Positions and Salaries					
Full-Time					
Psych. Social Worker II					
1x12x\$6813x100%					
	20.608	\$	81,752.00		\$ 81,752.00
Benefits@43.20%					
	20.608	\$	35,319.00		\$ 35,319.00
Case Manager (Social Worker III)					
1x12x5693.50x50%					
	20.608	\$	34,161.00		\$ 34,161.00
Benefits@43.20%					
	20.608	\$	14,760.00		\$ 14,760.00
Overtime					
None					
Category Sub-Total			\$ 165,992.00		\$ 165,992.00
B. TRAVEL EXPENSE					
In-State		20.608	\$ 2,220.00		\$ 2,220.00
Out-of-State		20.608	\$ 2,730.00		\$ 2,730.00
Category Sub-Total			\$ 4,950.00		\$ 4,950.00
C. CONTRACTUAL SERVICES					
None					
Category Sub-Total			\$ -		\$ -
D. EQUIPMENT					
None					
Category Sub-Total			\$ -		\$ -
E. OTHER DIRECT COSTS					
DUI Testing Supplies		20.608	\$ 38,560.00		\$ 38,560.00
Journaling System		20.608	\$ 1,760.00		\$ 1,760.00
Office Space		20.608	\$ 6,000.00		\$ 6,000.00
Office Supplies		20.608	\$ 250.00		\$ 250.00
Category Sub-Total			\$ 46,570.00		\$ 46,570.00
F. INDIRECT COSTS					
None					
Category Sub-Total			\$ -		\$ -
GRANT TOTAL			\$ 217,512.00		\$ 217,512.00

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: BEHAVIORAL HEALTH

BUDGET NARRATIVE

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PERSONNEL COSTS

Salaries - may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

1 FTE Psychiatric Social Worker (PSW)

The BHB Psychiatric Social Worker will not provide treatment. The PSW will perform formal assessments, develop treatment plans, and match participants with treatment programs.

Full -Time Benefit Rates

Dental Insurance	0.62%
Health Insurance	19.48%
Life Insurance	0.08%
Medicare	1.45%
Retirement	12.84%
Social Security/FICA/OASDI	6.20%
Unemployment Insurance	0.14%
Vision Insurance	0.14%
Workers Compensation	1.64%
OPEB	0.53%
Wellness Plan	0.07%
TOTAL BENEFIT RATE	43.20%

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: BEHAVIORAL HEALTH

BUDGET NARRATIVE

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1 (.50) FTE Case Manager

To provide the assessment, compliance monitoring, and case management services. The Case Manager will monitor DUI participant compliance through regular check-ins, including alcohol and drugs tests. The check-ins may be in the form of a group with other DUI Court participants run either by the case manager or the PSW. The case manager will monitor participation, provide referrals to community resources, and assist clients with time management and transportation needs.

Full-Time Benefit Rates

Dental Insurance	0.62%
Health Insurance	19.48%
Life Insurance	0.08%
Medicare	1.45%
Retirement	12.84%
Social Security/FICA/OASDI	6.20%
Unemployment Insurance	0.14%
Vision Insurance	0.14%
Workers Compensation	1.64%
OPEB	0.53%
Wellness Plan	0.07%
TOTAL BENEFIT RATE	43.20%

Supplanting Statement

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

TRAVEL EXPENSE

In State

Local mileage for grant activities and meetings is included. Anticipated travel may include Cost of fuel and maintenance of use of county vehicle. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: BEHAVIORAL HEALTH

BUDGET NARRATIVE

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Out-Of-State

Appropriate staff, a BHB representative will attend the NADCP conference, July 9-12, 2017 in National Harbor, MD with the DUI Court team. This conference will provide opportunities to learn best practices, be exposed to alternative testing, treatment, and supervision methodologies, and to network with other collaborative court professionals, all resulting in a more effective program. Travel costs for the 4-day conference are projected as \$2,730 for the BHB representative, which will include a registration fee, airfare, lodging, meals, roundtrip mileage to the airport, airport parking, shuttle/taxi to/from the conference, in support of the grant goals and objectives. *All out-of-state travel not specifically identified in the Schedule B-1 (Budget Narrative) must receive written approval from OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

Alcohol Testing - testing conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include lab testing fees and testing supplies such as mouth pieces, cups and test kits for 48-60 participants.

Journaling System: - *The Courage to Change Interactive Journaling® System* is a collaboration between the United States Probation Offices in the Districts of Hawaii and Nevada and The Change Companies®. This outcome-oriented supervision model incorporates research-to-results and evidence-based practices for addressing the needs of offenders working to successfully reintegrate into their communities. Through the use of this system and interaction with their resource team, participants address their individual problem areas within criminogenic needs identified by the Administrative Office of Probation and Pretrial Services and other secondary needs identified within the assessment process. The journaling system funds will be allocated to the purchase of a facilitator guide set, participant journal sets, including sales tax and shipping.

Office Space: - costs include rent and utilities associated with grant goals and objectives. Charges to the grant will be in accordance with the following formula or rate: (include formula). Reimbursement will be claimed on an actual cost basis and proportional to the grant-related use of the space.

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: BEHAVIORAL HEALTH

BUDGET NARRATIVE

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Office Supplies - used for standard office supplies to support grant related activities, grant monitoring and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs and desktop supplies such as pens, pencils, binders, folders, flip charts, easels and clips. Excludes office furnishings and fixtures such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies and hardware, and fixed lighting/lamp.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

SCHEDULE B
 DETAILED BUDGET ESTIMATE
 GRANT NO. AL1723
 SUB BUDGET: Probation Dept.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION			TOTAL AMOUNT
164AL	20.608	MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED			218,121.00
COST CATEGORY		FISCAL YEAR ESTIMATES 10/1/16 thru 9/30/17			TOTAL COST TO GRANT
A. PERSONNEL COSTS		CFDA	FY-1		
Positions and Salaries					
Full-Time					
Probation Officer II					
1 x 12 mos x \$7,710 x 100%		20.608	\$ 92,520.00		\$ 92,520.00
Benefits @ 57.73%		20.608	\$ 53,407.00		\$ 53,407.00
Overtime					
None					
Category Sub-Total			\$ 145,927.00		\$ 145,927.00
B. TRAVEL EXPENSE					
In-State		20.608	\$ 2,220.00		\$ 2,220.00
Out-of-State		20.608	\$ 2,730.00		\$ 2,730.00
Category Sub-Total			\$ 4,950.00		\$ 4,950.00
C. CONTRACTUAL SERVICES					
None					\$ -
Category Sub-Total			\$ -		\$ -
D. EQUIPMENT					
None					\$ -
Category Sub-Total			\$ -		\$ -
E. OTHER DIRECT COSTS					
DUI Testing Suplies		20.608	\$ 38,560.00		\$ 38,560.00
Alternative Monitoring Device/Supplies		20.608	\$ 12,909.00		\$ 12,909.00
Bus Passes		20.608	\$ 11,080.00		\$ 11,080.00
IT Data		20.608	\$ 3,475.00		\$ 3,475.00
Communications		20.608	\$ 720.00		\$ 720.00
Office Supplies		20.608	\$ 250.00		\$ 250.00
Printing/Duplication		20.608	\$ 250.00		\$ 250.00
Category Sub-Total			\$ 67,244.00		\$ 67,244.00
F. INDIRECT COSTS					
None					\$ -
Category Sub-Total			\$ -		\$ -
GRANT TOTAL			\$ 218,121.00		\$ 218,121.00

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: PROBATION DEPT.

BUDGET NARRATIVE

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PERSONNEL COSTS

Salaries - may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

1 FTE Probation Officer (PO). The PO will provide supervision, utilizing various technologies, which may include a GPS-enabled remote breathalyzer, home detention/curfew monitoring equipment, continuous transdermal monitoring equipment, drug sweat patches, regular and random drug/alcohol testing, scheduled office visits and random home inspections. The PO will distribute bus passes to participants to mitigate transportation issues. The PO will be experienced in serving the target population and culturally competent.

Full -Time Benefit Rates

Dental Insurance	0.51%
Health Insurance	20.68%
Life Insurance	0.03%
Wellness Plan	0.10%
Retirement	30.13%
Social Security/FICA/OASDI	1.45%
Unemployment Insurance	0.14%
Vision Insurance	0.12%
Workers Compensation	3.99%
OPEB	0.58%
TOTAL BENEFIT RATE	57.73%

Supplanting Statement

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

TRAVEL EXPENSE

In State

Local mileage for grant activities and meetings is included. Anticipated travel may include cost of fuel and maintenance of use of county vehicle. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: PROBATION DEPT.

BUDGET NARRATIVE

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Out-Of-State

Appropriate staff, the PO will attend the NADCP conference, July 9-12, 2017 in National Harbor, MD with the DUI Court team. This conference will provide opportunities to learn best practices, be exposed to alternative testing, treatment, and supervision methodologies, and to network with other collaborative court professionals, all resulting in a more effective program. Travel costs for the 4-day conference are projected as \$2,730 for the PO, which will include a registration fee, airfare, lodging, meals, roundtrip mileage to the airport, airport parking, shuttle/taxi to/from the conference, in support of the grant goals and objectives. *All out-of-state travel not specifically identified in the Schedule B-1 (Budget Narrative) must receive written approval from OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES

None

EQUIPMENT

None

OTHER DIRECT COSTS

Alcohol Testing - testing conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include lab testing fees and testing supplies such as mouth pieces, cups and test kits.

Alternative Monitoring Devices/Supplies:- Probation, through vendor contract, will utilize alternative monitoring devices to supervise DUI Treatment Court participants based on individual assessment of risk and need. Monitoring systems utilized will vary from a daily breath test to a device used to remotely monitor and test a probationer at any time from any location. Costs may also include the use of the following alternative monitoring systems: a GPS enabled home detention device, a continuous transdermal alcohol monitoring device, a camera enabled remote alcohol breath analysis device, and/or sweat detection patches that tests sweat for drugs and drug metabolites.

Bus Passes:- The Probation Officer will distribute bus passes to program participants to facilitate participants attending weekly and other court and service appointments. Transportation is a significant issue for participants who are mostly low income, many of whom live in areas distant from Salinas (such as King City and rural areas) and must travel up to 100 miles roundtrip to court, treatment, and other services. Relatives often are not able to transport them as much as they need. Buses are somewhat workable but the cost is a problem for many participants who are "working poor" or unemployed. Bus pass costs are calculated at two rates, \$7 each and \$5 each.

IT Data:- These are required charges for information technology services for the position, including email, network, Criminal Justice Information System, and Enterprise Software access. These costs are billed according to the following formula: _____ up to the budgeted amount.

SCHEDULE B-1

GRANT NO. AL1723

SUB BUDGET: PROBATION DEPT.

BUDGET NARRATIVE

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Communications - costs of telephone service, mail/messenger service (excluding overnight priority mail) and communications services.

Office Supplies: used for standard office supplies to support grant related activities, grant monitoring and reporting. Costs may include paper, toner, ink cartridges, CDs/DVDs and desk top supplies such as pens, pencils, binders, folders, flip charts, easels and clips. Excludes office furnishings and fixtures such as but not limited to the following: desk, chair, table, shelving, coat rack, credenza, book, filing cabinet, floor covering, office planter, storage cabinet, portable partition, picture, wall clock, draperies and hardware, and fixed lighting/lamp.

Printing/Duplication - costs include the purchase of paper, production, printing and/or duplication of materials associated with daily grant operations.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

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Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

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Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.