

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF MONTEREY
AND**

ORIGINAL

**THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY
FOR THE DUI TREATMENT COURT PROGRAM**

This Memorandum of Understanding (“MOU”), entered into on October 15, 2018, 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 Treatment Court program, and to delineate their rights and responsibilities in fulfilling the purposes of grant number DI19010 (“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 Treatment Court program at the Monterey County Superior Court. The DUI Treatment 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 two hundred fifty thousand dollars (\$250,000) for one (1) year, from October 1, 2018 to September 30, 2019, in order to sustain a DUI Treatment Court program in collaboration with agency partners. The DUI Treatment 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 Treatment 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 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 Treatment 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.

ORIGINAL
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Exhibit 1: OTS grant contract no. DI19010, with included Schedule B budget details.	

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, 2018, and end on September 30, 2019 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 Treatment Court program, the parties shall act in good faith to negotiate the terms of a new MOU or other agreement for the DUI Treatment Court program.
- 1.3 Any party to this MOU, including any of the participating COUNTY agencies, may terminate its involvement in DUI Treatment 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 Treatment 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 Treatment 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 Treatment Court program. The Grant Director will administer the OTS Grant and monitor the reporting compliance, monitor and approve expenditures, and provide general program oversight and compliance and assist the DUI Treatment 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 (1) or more courtroom staff to provide clerical support and attend to duties associated with the courtroom functions associated with the DUI Treatment Court. The services of the courtroom staff are not reimbursable under the OTS Grant.

2.2 The District Attorney

The DA shall assign one (1) or more Deputy District Attorneys to the DUI Treatment Court program, whose duties shall include but are not necessarily limited to:

- 2.2.1 Overseeing the case processing of participants through the DUI Treatment 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 Treatment Court program, and as the issues relate to prosecutorial functions;
- 2.2.3 Identifying individuals who may qualify for referral to the DUI Treatment 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 Treatment 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; and
- 2.2.4 The services of the Deputy District Attorneys are not reimbursable under the OTS Grant.

2.3 The Public Defender

The PD shall assign one (1) or more Deputy Public Defenders to the DUI Treatment 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 Treatment Court evaluation and that the cases be calendared for the next court session at the appropriate DUI Treatment 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) Psychiatric Social Worker and one (1) FTE Case Manager. The Psychiatric Social Worker will be dedicated to DUI Treatment Court activities on a part-time basis, as deemed necessary to perform formal assessments and to develop treatment plans. The Case Manager will provide assessment, compliance monitoring, and case management services. BHB will provide services as follows:
 - 2.4.1.1 Perform intake and assessment of offenders who are being evaluated for admission into the DUI Treatment 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;
 - 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 Treatment Court hearings.
- 2.4.2 The salary and benefits of the Psychiatric Social Worker and the Case Manager are partially reimbursable pursuant to the budget limits provided in Schedule B of the OTS Grant DI19010.
- 2.4.3 BHB shall assign staff as BHB deems necessary to insure the performance of the following services in support of the DUI Treatment 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 Treatment Court hearings;
 - 2.4.3.2 Attend regular DUI Treatment Court team meetings and trainings pursuant to OTS Grant DI19010; and

2.4.3.3 The services of the management performing these separate services are not reimbursable under the OTS grant.

2.5 The Probation Department

2.5.1 PROBATION shall assign two (2) FTE Deputy Probation Officers to the DUI Treatment Court program to perform the following services described below:

2.5.1.1 Evaluation of individuals that petition the COURT to enter the DUI Treatment 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 Utilizing the RANT tool assess 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 response;

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

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

2.5.1.6 Report client progress in both written and oral format to the COURT, which address the participants' actions, progress, observable behavior, both positive and negative, and offer the team's recommendations regarding supervision, testing and reporting strategies to the COURT.

2.5.2 Pursuant to OTS Grant DI19010, the salary and benefits of two (2) Probation Officers are partially reimbursable to the limits provided in Budget Schedule B.

2.5.3 PROBATION will purchase supplies for, as well as any appropriate laboratory analyses of, alcohol and drug testing of DUI Treatment 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.

- 2.5.4 Pursuant to OTS Grant DI19010, the alternative monitoring and testing supplies are reimbursable based on an established inability to pay to the limits provided in Budget Schedule B.

3.0 PROGRAM COORDINATION AND REPORTING

3.1 Program Coordination

- 3.1.1 The activities of DUI Treatment 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 Treatment 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 Treatment Court program.
- 3.1.3 The COURT shall confer 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

- 3.2.1 BHB and PROBATION shall establish and maintain procedures for gathering and retrieving output data regarding their participation in the DUI Treatment Court program. Financial records and data relating to the operation of the DUI Treatment Court program shall be maintained as required by OTS, which will enable the COURT to meet the fiscal and performance reporting requirements of the OTS Grant and enable the COURT and/or OTS to perform an accounting of program costs and progress.
- 3.2.2 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.
- 3.2.3 BHB and PROBATION shall establish and maintain procedures for gathering and retrieving data for DUI Treatment 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 Treatment Court program, and in its publication of the results of the program, as required by the OTS grant.

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 two thousand one hundred twenty-eight dollars (\$102,128) for the partial reimbursement of one (1) FTE Psychiatric Social Worker and one (1) FTE Case Manager; to the budget limits defined in Schedule B of the OTS Grant DI19010 budget.
- 4.2.2 To PROBATION, in amounts not to exceed one hundred forty-seven thousand eight hundred seventy-two dollars (\$147,872) for the partial reimbursement of the services of two (2) FTE deputy probation officers; DUI testing supplies; alternative monitoring device/supplies for those with an established inability to pay to the budget limits defined in Schedule B of the OTS Grant DI19010 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 approved expenses incurred to the budget limits defined in Schedule B of OTS grant DI19010, within fifteen (15) days after the end of 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 a 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, be 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 Treatment 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:

Chris Ruhl, 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:

Susan Chapman, 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 next page]

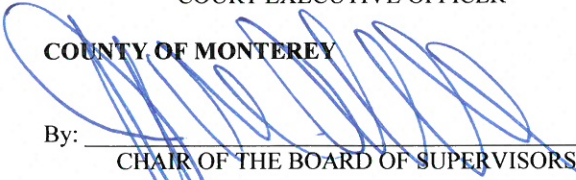
Acceptance: The parties hereto have agreed to the terms described in this MOU and have executed this MOU in the County of Monterey, State of California.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

By: 
CHRIS RUHL
COURT EXECUTIVE OFFICER

Date: 10/25/18

COUNTY OF MONTEREY


CHAIR OF THE BOARD OF SUPERVISORS

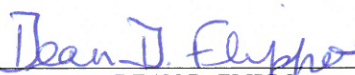
Date: 1.29.19

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

By: 
DEPUTY COUNTY COUNSEL

Date: 12-4-18

**RECOMMENDED FOR APPROVAL:
MONTEREY COUNTY DISTRICT ATTORNEY**

By: 
DEAN D. FLIPPO
DISTRICT ATTORNEY


Date: 11/19/18

MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU

By: 
ELSA JIMENEZ
DIRECTOR OF HEALTH

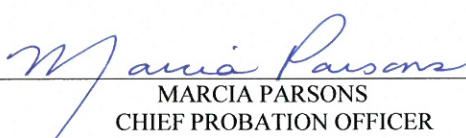
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MONTEREY COUNTY PUBLIC DEFENDER

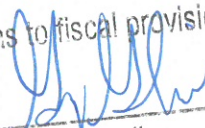
By: 
SUSAN CHAPMAN
PUBLIC DEFENDER

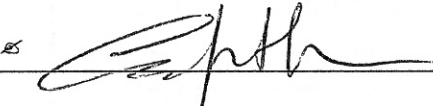
Date: 11/26/18

MONTEREY COUNTY PROBATION DEPARTMENT

By: 
MARCIA PARSONS
CHIEF PROBATION OFFICER

Date: 11-28-18

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 12.14.18

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405d AL-19	20.616	0521-0890-101	2018	2018	29/18	\$126,562.00
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	\$123,438.00
					AGREEMENT TOTAL	\$250,000.00
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					\$250,000.00	
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					\$ 0.00	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE		
			8/24/18	\$250,000.00		

1. PROBLEM STATEMENT

According to the National Highway Traffic Safety Administration's (NHTSA) National Center for Statistics and Analysis, the number of fatalities resulting from collisions involving alcohol-impaired drivers throughout the United States increased by 1.7%, from 10,320 in 2015 to 10,497 (+177) in 2016. Nationwide, more than one-quarter (28%) of the total fatalities on roadways were related to alcohol-impaired-driving.

Most alarming, the same report identifies California as having the largest increase (16.2%) of alcohol-impaired-driving fatalities nationwide over the prior year. In 2016, California had an increase of 148 alcohol-impaired-driving fatalities for a total of 1,059 (29% of CA's roadway fatalities). In 2015, California had 911 alcohol-impaired-driving fatalities (27% of CA's roadway fatalities). The second largest increase for 2016 identified Florida with an additional 53 alcohol-impaired fatalities, a 6.7% increase over the prior year. The significance of the problem within California can be further defined by comparing the 2016 alcohol-impaired-driving fatalities of 1,059 with the number of homicides reported by the State's Attorney General's Office for the same year totaling 1,930.

Data compiled annually by the Office of Traffic Safety (OTS) utilizing information from the California Highway Patrol, Statewide Integrated Traffic Records System (SWITRS), California Department of Transportation, California Department of Justice, and the Department of Finance provide cities and counties with comparison rankings to assist with identifying potential problem areas. The most recent OTS Rankings (2015) identify various areas of concern for the County of Monterey related to alcohol-involved collisions. Monterey County is ranked 1 out of 58 (Number 1 in the rankings is the highest, or worst) for collisions related to drivers age 21 or under who had been drinking. Twenty-nine victims were killed or injured by drivers 21 or under who had been drinking in the year 2015. Overall, alcohol-involved collisions ranked Monterey 28 out of 58, accounting for 315 injuries and fatalities in 2015.

Additionally, drugged drivers continue to be a grave concern. Beginning 2018 marijuana is legal within the State of California, which may impact the prevalence of driving under the influence of marijuana. Field sobriety and determination of levels of influence are newly emerging, but may not be readily available anytime soon. In 2014 the National Highway Traffic Safety Administration conducted a "Roadside Survey of Alcohol and Drug Use by Drivers," which detailed that one in four drivers tested positive for at least one drug that may affect safety. According to the Department of Motor Vehicle's (DMV) most recent Management Information System (MIS) Report (2015), drug-involved crash fatalities increased by 9% in 2013, after an increase of 15.4% in 2012.

Conventional interventions and court sanctions do not measure risk-need-responsivity to ensure a match between the intensity of an individual's intervention to their risk of reoffending. Jail, mandatory DMV alcohol offender programs, ignition interlock devices, and probation are standard sanctions, which do not involve assessment, significant oversight, treatment or judicial interaction. Individually identifying interventions based on assessed substance use, mental health, trauma, and medical needs may assist in targeting the small population of DUI multi-offenders causing the greatest risk of hazard on the County's roadways. Repeat DUI offenders are over-represented in fatal crashes, and have a greater risk to kill another person. The 2015 DMV MIS states, "Over 19 years, DUI recidivism rates increased as the number of prior offenses increased. The proportion of third-or-more offenders reoffending was 43%, while 35% of second offenders and 29% of first offenders reoffended."

In the interest of public safety, there is notably work to be done within California and locally in the County of Monterey.

Target Population: Multiple DUI/DUID offenders will be targeted. First time offenders with high blood alcohol content and / or an identified chemical addiction will also be included on a case by case basis. Offenders will be assessed for risk-need-responsivity to identify substance use, mental health, trauma and medical needs. Based on needs assessments, interventions will be individualized to include regular judicial interaction, strict supervision, monitoring, cognitive behavioral therapy, treatment services, and other resources to prevent re-offense. Research has shown that providing alternatives to incarceration alone, focused on providing treatment, structure, and other resources to those who have a chemical addiction, mental or other health issues has positive impacts on public safety.

2. PERFORMANCE MEASURES

A. Goals:

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1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. 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 strict supervision, compliance monitoring, stringent accountability, drug/alcohol treatment, peer self-help services, and referrals to other support services.
4. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
5. Reduce the number of persons injured in drug-involved collisions.
6. Reduce the number of persons killed in drug-involved collisions.
7. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
8. Provide alternatives to long-term incarceration proven ineffective for DUI/DUID offenders through an intervention-driven program utilizing community based therapeutic treatment and other supportive services to facilitate long-term sobriety to advance public safety.

B. Objectives:	Target Number
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. Collect statistical information on DUI Treatment Court participants to include data elements such as age, gender, testing frequency, treatment referrals, individual program duration, monitoring methods, and other compliance details to track success and recidivism rates of DUI Treatment Court participants for long-term analysis of the program.	1
3. Conduct at least 1 Real DUI Court sentencing in schools "Choices and Consequences" program to include at least 1 area school.	1
4. Continue operation of a specialized, collaborative judicial court that will exclusively preside over all eligible DUI/DUID offenders.	
5. Maintain and expand existing agency partnerships and establish new partnerships with local school and community groups to work in collaboration on educational outreach targeted to deter DUI/DUID	2
6. Maintain a caseload of at least 100 participants to be supervised and monitored by Behavioral Health and Probation personnel.	100
7. Provide alternative alcohol monitoring services (SCRAM device, remote breath and patches) for individuals who demonstrate the inability to pay due to financial hardship.	
8. Review criteria for the frequency of alcohol/drug testing, utilizing current best evidence-based practices in order to maintain participant's abstinence.	
9. Screen referrals in an effort to admit at least 40 participants into the Drug/Alcohol DUI Treatment Court program.	40
10. Serve all eligible participants charged with their second or subsequent DUI offense.	

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- **Contracts:** The Court will renew the MOU with the Offices of the District Attorney, Public Defender, Behavioral Health Bureau, Probation, and Sheriff for provision of ongoing support of the DUI Treatment Court program. The MOU, which is currently in place, lines out roles and responsibilities. No delay in formalizing the MOU in FY 18-19 is anticipated.
- **Preparation and Implementation:** This is a 4th year grant application for Monterey County's DUI Treatment Court originally implemented in October 2015, so a limited amount of preparation and implementation work will be required. The Court and partner agencies will meet on the onset of the fiscal year to discuss goals, training needs, and proposed enhancements to the program. A review of the program's fidelity, success, and concerns will be completed by the Program oversight team.
- **Purchases:** Alcohol, drug testing and other general supplies will be purchased during the start-up quarter.
- **Training:** This is a well-established agency partnership in Monterey County and members have together participated in multiple evidence-based trainings. No additional training is anticipated within the first quarter as efforts will be focused on other areas of preparation and implementation. The Program team will identify webinar and in-person trainings available during the second and third quarters.

Media Requirements

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.

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

A MOU between the Court and partner agencies will be finalized within the first quarter. The MOU formally designate roles and responsibilities and establish an agreement to continue support of the DUI Treatment Court program.

The Program team will work to maintain program fidelity through self-evaluation and participation in available webinar and in-person evidence-based trainings offered by the National Association of Drug Court Professionals (NADCP), the National Center for DWI Courts, and other agencies. The Program team will investigate prospective program enhancements and integration of the latest technologies and methods toward the goal of implementation. Utilizing other collaborative court program funding, select members of the Program team will plan to attend the NADCP's 30th Annual Conference in National Harbor, MD, July 14-17, 2019. The NADCP Conference provides advanced educational opportunity with specialized sessions focused on treatment, supervision methods, alternative testing, data collection, and evidence-based practices. As alternative funding is available, additional training opportunities may also be identified for team participation.

The Court and partners will continue to promote the Program and associated treatment opportunities to qualifying offenders. Earlier identification combined with a newly implemented risk-need-responsivity assessment will assist with identifying appropriate interventions and supervision/monitoring levels to ensure abstinence. BHB and Probation will assess referrals to determine risk level and identify substance use, mental health, health, and trauma issues. A recommendation for acceptance into the program can then be made and a formal treatment/supervision plan recommended to the Judge and Program team. Once there is an agreement on the supervision and treatment methods, the Judge will make the appropriate formalized compliance orders. The Program team will conduct weekly sessions and attend court proceedings to report on participant progress, make recommendations for modifying compliance terms, or imposition of rewards or sanctions, when necessary.

Program participants will continue to be monitored and data collected on compliance, progress, and non-compliance factors. Relevant information will continue to be collected to monitor the program's success, which will also be utilized for grant performance reporting and potentially provide prospects for alternative funding to ensure Program sustainability beyond the availability of OTS grand funding.

Media Requirements

- Submit all grant-related activity press releases, media advisories, and general public materials to the OTS 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.
- Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- 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, trailer graphics, 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 October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 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.
 - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. 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.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

GRANT AGREEMENT

Schedule B

DI19010

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405d AL-19	20.616	Impaired Driving Countermeasures	\$126,562.00
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$123,438.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries		
<u>Full-Time</u>		\$0.00
<u>Overtime</u>		\$0.00
<u>Part-Time</u>		\$0.00
Category Sub-Total		\$0.00
B. TRAVEL EXPENSES		
		\$0.00
		\$0.00
Category Sub-Total		\$0.00
C. CONTRACTUAL SERVICES		
Behavioral Health Bureau (BHB) - \$102,128.00	20.616	\$0.00
BHB - .15 FTE Psychiatric Social Worker II (PSW) - Salary	20.608	\$12,807.00
Benefits - (BHB) Psychiatric Social Worker II 54.64%	20.608	\$6,998.00
BHB - .75 FTE Social Worker III - Case Manager (SW)	20.608	\$53,235.00
Benefits - (BHB) Case Manager 54.64%	20.608	\$29,088.00
Probation Department (PD) - \$147,872	20.616	\$0.00
PD - .75 FTE Probation Officer II (PO)	20.616	\$74,637.00
Benefits- Probation Officer 66.89%	20.616	\$49,925.00
PD - DUI Testing Supplies	20.616	\$2,000.00
PD - Alternative Monitoring Devices / Supplies	20.608	\$21,310.00
Category Sub-Total		\$250,000.00
D. EQUIPMENT		
		\$0.00
Category Sub-Total		\$0.00
E. OTHER DIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
F. INDIRECT COSTS		
		\$0.00
Category Sub-Total		\$0.00
GRANT TOTAL		\$250,000.00

BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
-	
TRAVEL EXPENSES	
-	
<p>CONTRACTUAL SERVICES Behavioral Health Bureau (BHB) - \$102,128.00 - The Court will contract with the Monterey County Health Department, Behavioral Health Bureau (BHB) to provide assessments, compliance monitoring, and case management to program participants. The subcontract with BHB will provide .15 FTE Psychiatric Social Worker (PSW) and .75FTE Social Worker (SW). The BHB PSW will not provide treatment; focusing on formal assessments, developing treatment plans, matching participants with treatment programs, monitoring treatment plan progress and modifying treatment plans as determined appropriate on an individual basis. The SW will monitor program participant compliance through regular check-ins. The check-ins case management may be in the form of a group with other DUI Court participants facilitated by either a SW or PSW. The SWs will monitor participation, provide referrals to community resources, and assist clients with problem solving time management and transportation needs. The Court is contracting with BHB because these services are integral to the evidence-based collaborative court model and BHB already has the needed bi-lingual, culturally competent staff that are trained and experienced in conducting these tasks.</p> <p>BHB has also dedicated a manager and supervisor who participate in the DUI Treatment Court planning, explores advanced assessment, supportive care and treatment referral services, and provides general oversight and day-to-day performance management of the assigned BHB DUI Treatment Court staff using existing funding streams at no expense to the OTS grant budget.</p>	1
BHB - .15 FTE Psychiatric Social Worker II (PSW) - Salary - A .15 FTE will be designated to provide clinical and behavioral assessments, develop treatment recommendations, prepare treatment plans, match participants with treatment programs, and monitor treatment progress, modifying plans as determined necessary.	12
Benefits - (BHB) Psychiatric Social Worker II 54.64% - Total Benefits 54.64% Dental- .65% Retirement - 13.99% Social Sec/Medicare 7.28% Health Insurance 27.79% Life Insurance 0.07% Vision Insurance 0.13% Unemployment Insurance- .12% W/C- 1.73% OPEB- .91% Wellness Plan- .03% Flex Pre-Tax- 1.93%	12
BHB - .75 FTE Social Worker III - Case Manager (SW) - Program participants will be assigned to the SW who will provide case management and related services. The SW will monitor client participation, compliance, and progress with their individualized treatment plan. Additionally, the SW will provide referrals to community resources, assist clients with problem-solving, time management, and transportation needs. Through regular check-ins, typically scheduled several times per week, the assigned SW will provide case management and supportive services which may include individualized sessions or group sessions or with other DUI participants.	12
Benefits - (BHB) Case Manager 54.64% - Total Benefits 54.64% Dental- .65% Retirement - 13.99%	1

<p>Social Sec/Medicare 7.28% Health Insurance 27.79% Life Insurance 0.07% Vision Insurance 0.13% Unemployment Insurance- .12% W/C- 1.73% OPEB- .91% Wellness Plan- .03% Flex Pre-Tax- 1.93%</p>	
<p>Probation Department (PD) - \$147,872 - Personnel costs include salary and benefits for 1-.75 FTE PO dedicated to grant activities. The PO will provide strict supervision and oversight of program participants utilizing various technologies, which may include 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 are culturally competent and experienced in serving the target population.</p> <p>The Probation Office has also dedicated a manager who participates in the DUI Treatment Court planning, explores advanced supervision and testing methods, provides general oversight and day-to-day performance management of the POs assigned to the DUI Treatment Court using existing County general funds at no expense to the OTS grant budget.</p>	1
<p>PD - .75 FTE Probation Officer II (PO) - The assigned PO provides individualized supervision, compliance monitoring, along with guidance and mentoring, following a risk-need-responsivity assessment. The specialized training POs receive make them uniquely qualified to evaluate the supervision needs of each participant, recommend the frequency of testing, methods of supervision and other aspects of Program compliance to the Judge and Program team.</p>	12
<p>Benefits- Probation Officer 66.89% - Total Benefits 66.89% Dental- .58% Retirement - 39.66% Social Sec/Medicare 1.45% Health Insurance- 20.69% Life Insurance- 0.03% Vision Insurance 0.13% Unemployment Insurance- .12% W/C- 4.23%</p>	1
<p>PD - DUI Testing Supplies - Routine and random drug and alcohol testing is conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include DUI supplies such as testing kits, cups, mouthpieces, dip sticks, lab testing fees, and similar items.</p>	1
<p>PD - Alternative Monitoring Devices / Supplies - Probation 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 or a device equipped to ensure home confinement and curfew hours are adhered to. Costs for alternative monitoring devices/supplies may include fees for GPS-enabled home detention devices, continuous transdermal alcohol monitoring devices, camera enabled remote alcohol breath analysis devices, and/or sweat detection patches that tests sweat for drugs and drug metabolites. Funding will cover a portion of alternative monitoring for individuals who demonstrate the inability to pay due to financial hardship</p>	1
<p>EQUIPMENT -</p>	
<p>OTHER DIRECT COSTS -</p>	
<p>INDIRECT COSTS -</p>	
<p>STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency. Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick</p>	

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. Nothing in this Agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Agreement, appropriate enforcement action will be taken for all observed violations.

CERTIFICATIONS AND ASSURANCES
HIGHWAY SAFETY GRANTS
(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)

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 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

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

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State 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

(applies to subrecipients as well as States)

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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 primary tier 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 prospective primary tier participant 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 prospective primary tier participant 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 or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal 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.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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 the transaction for cause or default.

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

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this proposal 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 records, 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
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.

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 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 proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."