

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

ORIGINAL

This Memorandum of Understanding ("MOU"), entered into on November 2, 2017, 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 DI18018 ("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 six hundred thousand dollars (\$600,000) for one (1) year, from October 1, 2017 to September 30, 2018, in order to sustain and expand 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, 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 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.

## CONTENTS

<u>section</u>	<u>page</u>
1.0 Term, Continuance, and Termination .....	4
2.0 Responsibilities of Participating Agencies and Staff .....	4
2.1 The Superior Court	
2.2 The District Attorney	
2.3 The Public Defender	
2.4 Health Department, Behavioral Health Bureau	
2.5 The Probation Department	
3.0 Program Coordination and Reporting .....	9
3.1 Program Coordination	
3.2 Program Reporting	
4.0 Fiscal Accountability .....	9
4.1 The Court as Administrative Agent for the Grant	
4.2 Reimbursement of Expenses from Grant Funds	
4.3 Requirements re Claims for Reimbursement	
4.4 Requirements for Record Keeping	
5.0 Confidentiality .....	11
6.0 Indemnification .....	12
7.0 Notices .....	12
8.0 Alteration of Terms .....	13
Signatures .....	14
Exhibit 1: OTS grant contract no. DI18018, 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, 2017, and end on September 30, 2018 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 a .75 FTE Psychiatric Social Worker and one (1) 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 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, 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 Treatment Court hearings.
- 2.4.2 The salary and benefits of the .75 FTE Psychiatric Social Worker and of one (1) FTE Case Manager are reimbursable pursuant to the budget limits provided in Schedule B of the OTS Grant DI18018.
- 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 DI18018; and

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

2.4.4 BHB will purchase supplies and lab testing fees 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, 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, approved in-state travel related to training, office supplies and office space.

2.4.4.1 Pursuant to OTS Grant DI18018 these items are reimbursable up to the limits provided in Budget Schedule B.

## 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 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 Treatment 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 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 DI18018, the salary and benefits of two (2) Probation Officers are 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 DI18018, the alternative monitoring and testing supplies are reimbursable to the limits provided in Budget Schedule B.
- 2.5.5 To the limits provided in Budget Schedule B, the grant provides for bus passes, in-state travel related to approved training, IT Data, office supplies, and a tablet/PC/laptop with windows license.

### **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.

#### **3.1 Program Reporting**

- 3.1.2 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 in 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.
- 3.1.3 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.
- 3.1.4 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 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 two hundred thirty-eight thousand nine hundred eighty-six dollars (\$238,896) for the service of a .75 FTE Psychiatric Social Worker and one (1) FTE Case Manager; in-state travel/training expenses; DUI testing supplies/analyses; journaling systems; office space; and office supplies to the budget limits defined in Schedule B of the OTS Grant DI18018 budget.



- 4.2.2 To PROBATION, in amounts not to exceed three hundred forty-eight thousand nine hundred ninety-one dollars (\$348,991) for the services of two (2) FTE deputy probation officers; in-state travel/training expenses; DUI testing supplies; alternative monitoring device/supplies; bus passes; IT data; office supplies; and a tablet, PC/laptop with Windows license to the budget limits defined in Schedule B of the OTS Grant DI18018 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 DI18018, 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  
CHRIS RUHL  
COURT EXECUTIVE OFFICER

Date: 3/7/18

**COUNTY OF MONTEREY**

By: [Signature]  
CHAIR OF THE BOARD OF SUPERVISORS

Date: 2/14/2018

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

By: [Signature]  
DEPUTY COUNTY COUNSEL

Date: 1-10-18

**RECOMMENDED FOR APPROVAL:**

**MONTEREY COUNTY DISTRICT ATTORNEY**

By: Dean D. Flippo  
DEAN D. FLIPPO  
DISTRICT ATTORNEY

Date: 12/15/17

**MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH BUREAU**

By: [Signature]  
ELSA JIMENEZ  
DIRECTOR OF HEALTH

Date: 12/19/2017

**MONTEREY COUNTY PUBLIC DEFENDER**

By: [Signature]  
SUSAN CHAPMAN  
PUBLIC DEFENDER

Date: 12-15-17

**MONTEREY COUNTY PROBATION DEPARTMENT**



By: [Signature]  
MARCIA PARSONS  
CHIEF PROBATION OFFICER

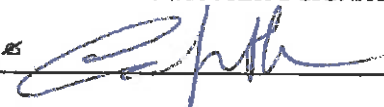

Date: 12-20-17





**EXHIBIT 1****State of California – Office of Traffic Safety  
GRANT AGREEMENT****GRANT NUMBER  
DI18018**

<b>1. GRANT TITLE</b> <b>Drug/Alcohol DUI Treatment Court</b>	
<b>2. NAME OF AGENCY</b> <b>Monterey County</b>	<b>3. Grant Period</b>  <b>From:</b> 10/01/2017 <b>To:</b> 09/30/2018
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>Monterey County Superior Court</b>	
<b>5. GRANT DESCRIPTION</b> The Monterey County Superior Court in collaboration with local Probation and Behavioral Health offices will sustain and expand participation in the existing evidence-based therapeutic treatment court model focused on multiple DUI offenders. The program includes both alcohol and drug DUI offenders with two or more offenses or those with a first offense with high blood alcohol content. The program addresses the increase in fatalities and injuries resulting from collisions resulting from drivers with drugs and/or alcohol in their systems through a therapeutic treatment court model, which includes strict judicial and probation supervision, treatment, peer group counseling, drug/alcohol testing and other measures.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed:</b> <b>\$600,000.00</b>	
<b>7. TERMS AND CONDITIONS:</b> 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"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</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>	
<b>8. Approval Signatures</b>	
<b>A. AUTHORIZING OFFICIAL OF DEPARTMENT</b> NAME: Chris Ruhl      PHONE: (831) 775-5678 TITLE: Court Executive Officer      FAX: NA ADDRESS: 240 Church St. Salinas, CA 93901 EMAIL: <a href="mailto:chris.ruhl@monterey.courts.ca.gov">chris.ruhl@monterey.courts.ca.gov</a>  _____ (Signature)      9/25/17 _____ (Date)	<b>B. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b> NAME: Rhonda L. Craft      PHONE: (916) 509-3030 TITLE: Director      FAX: (916) 509-3055 ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758 EMAIL: <a href="mailto:rhonda.craft@ots.ca.gov">rhonda.craft@ots.ca.gov</a>  _____ (Signature)      10/4/17 _____ (Date)
<b>C. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</b> NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	<b>9. DUNS NUMBER</b> DUNS #: 830546961 REGISTERED ADDRESS: 240 Church Street, Room 305 CITY: Salinas      ZIP+4: 93901-2683

10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405d AL-18	20.616	0521-0890-101	2017	2017	14/17	\$480,000.00
405d AL-18	20.616	0521-0890-101	2018	2018	BA/18	\$120,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$600,000.00</b>
<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>				AMOUNT ENCUMBERED BY THIS DOCUMENT		<b>\$600,000.00</b>
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT		<b>\$ 0.00</b>
				TOTAL AMOUNT ENCUMBERED TO DATE		<b>\$600,000.00</b>
ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED			
						

**1. PROBLEM STATEMENT**

The community of Monterey County 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 (DUI) of these substances. 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 DUI recidivism, which remains a serious problem on roadways across the County and State. In the second year of this grant-funded treatment court program, 77 DUI offenders were evaluated and at the end of the grant year there were 53 active participants enrolled, which will serve as the baseline for the 2018 grant. The Court expanded the program in 2017 to include both alcohol and drug DUI offenders, as the DMV revealed that during the decade prior to 2013 drug-involved fatalities had risen by 39.3 percent with 709 deaths. Additionally, in a 2014 NHTSA Roadside Survey of Alcohol and Drug Use by Drivers, found a large increase in the number of drivers using marijuana or other illegal drugs; nearly one in four drivers tested positive for at least one drug that may affect safety. Expanding the DUI Treatment Court to include alcohol, drug and poly-abusers advanced the goals of enhancing public safety by reducing recidivism, which prevents and reduces fatalities, serious injuries and the economic hardships caused by these types of traffic collisions. In 2018, the DUI Treatment Court program will increase the reach to as many in the community as possible who are struggling with drug and/or alcohol substance abuse and have been involved in at least one prior DUI, or first offenders with a high blood alcohol content. Overall, studies reflect that it is the multiple DUI offenders most subject to causing collisions involving injury and fatality. Statistics for Monterey County obtained from the California Attorney General's office indicate that between 2012-2014, DUI arrests averaged 2,198.

Monterey County is a diverse community with a population of close to half a million people comprised of 57.8 percent Hispanic, according to the US Census Bureau estimates for 2016. The Department of Motor Vehicles (DMV) 2015 Management Information System (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, 970 of them were between the age of 21-30 and of that 970, 783 were male.

The Drug/Alcohol DUI Treatment Court will continue to target non-violent repeat drug and/or alcohol DUI offenders, 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 continue to 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.

The program is designed to provide therapeutic treatment options in lieu of incarceration alone, which requires much work, determination, and dedication for participants to be successful. Most participants have suspended licenses and need to depend on public transportation and/or friends and family to commute to the numerous appointments with Behavioral Health, Probation, the Court, and other community programs for testing, counseling, self-help meetings, judicial follow-up/interaction, and other mandatory program commitments. All of this is in addition to their normal day-to-day work/life activities. Incarceration is most likely an easier option, but those who truly recognize the need for change in their lives are provided the opportunity and support to finally realize the changes needed in their lives. There is local evidence of the positive impacts this time of intervention produces. In December 2016, the Monterey DUI Treatment Court program had its first graduation, which is notable, as one graduate was representative of our primary target audience. This graduate was a three-time male DUI offender, mid-30's, married with children, employed, and was quick to deny a dependence on alcohol throughout his assessment period and only committed to the program

because of the opportunity to clean his record. Months later, after working a 12-step program and obtaining a sponsor he has a new perspective and openly shared it in court, encouraging new participants to engage in the program referring to it as life-changing and the support he needed. He also reported that he is a better father, partner, and person now with over 12 months sober. This young man's life was altered, the life of his family was altered and the public's safety positively impacted by his engagement in the DUI Treatment Court. He participated in the DUI Treatment Court program, while working full-time and attending Hartnell Community College full-time. He has been named to the President's Honor Roll and received a Certificate of Achievement from the Men's Institute for Leadership and Education. He graduated with an AA from Hartnell College last spring and transferred to a university.

## 2. PERFORMANCE MEASURES

### A. Goals:

1. Enhance relationships and foster a care network through effective partnerships with the criminal justice, health care treatment, social services, and community based organizations to further the goals of the DUI Treatment Court program.
2. 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.
3. Provide alternatives to long-term incarceration proven ineffective for DUI offenders through an intervention-driven program utilizing community based therapeutic treatment and other supportive services to facilitate long-term sobriety to advance public safety.
4. Reduce the number of persons killed in traffic collisions.
5. Reduce the number of persons injured in traffic collisions.
6. Reduce the number of persons killed in alcohol-involved collisions.
7. Reduce the number of persons injured in alcohol-involved collisions.
8. Reduce the number of persons killed in drug involved collisions.
9. Reduce the number persons injured in drug involved collisions.

### 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 <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Collaborate with local CHP office to conduct at least 1 "Every 15 Minutes" program to include at least 3 area high schools.	1
3. 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
4. Conduct at least 1 Real DUI Court sentencing in schools "Choices and Consequences" program to include at least 3 area schools.	1
5. Contract with criminal justice, treatment and other partners for FY 2017-18 to sustain the DUI Treatment Court.	1
6. 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.	
7. Monitor the Drug/Alcohol DUI treatment court program success and recidivism rates so data can be collected for analysis of the program.	1
8. Participate in specialized trainings designed to educate the court and agency partners on new progressive supervision, testing, and therapeutic treatment practices, which may facilitate program participants to successfully complete the DUI Treatment Court program with a goal of continued sobriety to further the public's safety.	1
9. Research and employ new progressive supervision, monitoring, and/or testing practices to employ individualized, modern, cost-effective compliance measures for DUI Treatment Court participants.	1
10. Screen at least 150 program referrals in an effort to admit at least 96 participants into the Drug/Alcohol DUI Treatment Court program.	96

## 3. METHOD OF PROCEDURE

### A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)



- **Preparation and Implementation:** This is a 3rd year grant application for the DUI Treatment Court implemented in Monterey County October 30, 2015, so there will be a limited amount of preparation and implementation work to be done. The Court and partner agencies will meet quarterly to discuss program successes and concerns and adjust program requirements, criteria, rewards, sanctions, and/or phases, as deemed necessary by the collaboration. The collaboration will also discuss data collection protocols and alter elements as needed.
- **Contracts:** The Court will renew the MOU with the Offices of the District Attorney, Public Defender, and Sheriff's Offices to ensure ongoing commitment to the program, and the Behavioral Health Bureau and Probation for provision of an increased volume of assessment and supervision services for the 2018 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 general supplies will be purchased during the start-up quarter.
- **Training:** Members of the collaborative team attended an initial DUI Treatment Court implementation training in 2014, a DUI Tune-up in 2016, an annual National Drug Court Association (NADCP) conference in 2016 and 2017, so no initiation training is expected in the 1st quarter of the 2018 fiscal year.
- **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](mailto: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)**

- **Operations:** The Monterey County Superior Court will sustain a Drug/Alcohol DUI Treatment Court utilizing evidence-based best practices as previously defined within this grant application. 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 and potentially provide prospects for alternative funding to ensure sustainability of the program once OTS funding is no longer available.
- **Partnerships:** The Court and agency partners through established relationships with the local CHP, MADD, the Monterey County Office of Education, and Monterey County Bar Association will participate in one or more DUI educational programs designed to educate high school and college age students about the negative consequences of driving while under the influence of drugs and/or alcohol.
- **Media Requirements**
- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.
- a) 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.
- b) 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.
- c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- 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.*

**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.



FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405d AL	20.616	Impaired Driving Countermeasures	\$600,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
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>B. TRAVEL EXPENSES</b>		
In State Travel	20.616	\$12,012.00
		\$0.00
Category Sub-Total		\$12,012.00
<b>C. CONTRACTUAL SERVICES</b>		
Monterey County Behavioral Health Bureau (MCBHB) - \$238,896	20.616	\$0.00
(MCBHB) Psychiatric Social Worker II	20.616	\$62,172.00
Benefits - (MCBHB) Psychiatric Social Worker II	20.616	\$26,579.00
(MCBHB) Case Manager (Social Worker III)	20.616	\$68,928.00
Benefits - (MCBHB) Case Manager	20.616	\$29,467.00
(MCBHB) In State Travel	20.616	\$6,624.00
(MCBHB) DUI Testing Supplies	20.616	\$37,116.00
(MCBHB) Journaling System	20.616	\$1,760.00
(MCBHB) Office Space	20.616	\$6,000.00
(MCBHB) Office Supplies	20.616	\$350.00
Monterey County Probation Department (MCPD) - \$348,991	20.616	\$0.00
(MCPD) Probation Officer	20.616	\$97,440.00
Benefits - (MCPD) Probation Officer	20.616	\$53,115.00
(MCPD) Probation Officer	20.616	\$94,764.00
Benefits - (MCPD) Probation Officer	20.616	\$52,215.00
(MCPD) In State Travel	20.616	\$6,625.00
(MCPD) DUI testing Supplies and Testing	20.616	\$24,100.00
(MCPD) Alternative Monitoring Device/Supplies	20.616	\$14,783.00
(MCPD) Bus Passes	20.616	\$2,000.00
(MCPD) IT data	20.616	\$1,000.00
(MCPD) Office Supplies	20.616	\$500.00
(MCPD) Tablet, PC/Laptop with windows license	20.616	\$2,450.00
Category Sub-Total		\$587,988.00
<b>D. EQUIPMENT</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>E. OTHER DIRECT COSTS</b>		
		\$0.00

Category Sub-Total		\$0.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$600,000.00</b>

<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b> -	<b>QUANTITY</b>
<b>TRAVEL EXPENSES</b> In State Travel - An expanded DUI Treatment Court team including a Judge, the OTS Grant Director and two representatives each from the District Attorney's and Public Defender's Offices, a representative from the Sheriff's Office, DUI Treatment professional, a Probation and BHB Manager will attend a Mentor DUI Treatment Court 3-day site visit. This training provides opportunities for exposure to best practices, alternative testing, treatment and supervision methodologies. Additionally, this training provides great networking opportunities with other professionals all resulting in a more effective program for Monterey County. Travel expenses cover airfare, lodging, meals, mileage, airport parking, and parking and ground transportation for ten members of the core and steering committee. Travel costs are estimated using established trial court budget guidelines. Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. 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.	11
<b>CONTRACTUAL SERVICES</b> Monterey County Behavioral Health Bureau (MCBHB) - \$238,896 - The Court will contract with the Monterey Health Department, Behavioral Health Bureau (BHB) to provide assessments, compliance monitoring, case management and supportive services to program participants. Supportive services may be individual and/or group in nature. The subcontract with BHB will provide .75FTE Psychiatric Social Worker (PSW) and 1 FTE Social Worker (SW) to enable the expansion of the program to twice its current size. The BHB PSW will not provide treatment; focusing on formal assessments, develop 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, coaching, and alcohol and drugs tests. The check-ins, case management and supportive services may be in the form of a group with other DUI Court participants facilitated by either the SW or the PSW. The SW 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.  1 x 12 months x \$6,908 x 75% 1 x 12 months x \$5,744 x 100%	1
(MCBHB) Psychiatric Social Worker II - Psychiatric Social Worker (PSW) to provide the assessment, compliance monitoring, case management and supportive services as detailed above. Personnel costs include salary and benefits of personnel dedicated to grant activities.  1 x 12 months x \$6,908 x 75%	12
Benefits - (MCBHB) Psychiatric Social Worker II - TOTAL BENEFIT RATE 42.75% Dental Ins 0.58% Health Ins 20.42% Life Ins 0.07% Medicare 1.45% Retirement 13.60% SS/FICA/OASDI 6.2% Unemployment Ins 0.13%	1

Vision Ins 0.13%	
Workers' Compensation 0.13%	
Wellness Plan 0.03%	
(MCBHB) Case Manager (Social Worker III) - The SW will monitor program participant compliance through regular check-ins, coaching, and alcohol and drugs tests. The check-ins, case management and supportive services may be in the form of a group with other DUI Court participants facilitated by either the SW or the PSW. The SW 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.	12
1 x 12 months x \$5,744 x 100%	
Benefits - (MCBHB) Case Manager - TOTAL BENEFIT RATE 42.75%	1
Dental Ins 0.58%	
Health Ins 20.42%	
Life Ins 0.07%	
Medicare 1.45%	
Retirement 13.60%	
SS/FICA/OASDI 6.2%	
Unemployment Ins 0.13%	
Vision Ins 0.13%	
Workers' Compensation 0.13%	
Wellness Plan 0.03%	
(MCBHB) In State Travel - Two BHB representatives will attend a Mentor DUI Treatment Court site visit with the expanded DUI Court team. This site visit 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. Costs for in-state travel include airfare, lodging, meals, and mileage to/from airport, airport parking, and ground transportation from airport/hotel to various Mentor Court locations, which may include a shuttle, taxi or car rental fees.	1
Provision is also made in the budget for costs of use of county vehicle to carry out required tasks of the position. These costs are projected as \$210 fuel/month and \$160/month maintenance = \$370/month.	
(MCBHB) DUI Testing Supplies - The Compliance Monitor will be conducting alcohol and drug testing as part of their duties. DUI Testing Supplies may include costs for breathalyzers, breathalyzer mouthpieces, and alcohol / drug test kits, cups, dip sticks, lab fees and similar items.	1
(MCBHB) Journaling System - The Courage to Change Interactive Journaling® System is 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 cost of shipping	1
(MCBHB) 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: (1 person @ \$500 for 12 months = \$6000). Reimbursement will be claimed on an actual cost basis and proportional to the grant-related use of the space.	1
(MCBHB) Office Supplies - Provision is made in the budget for general office supplies and copy paper.	1
Monterey County Probation Department (MCPD) - \$348,991 - The Court will contract with Monterey County Probation Department for the provision of supervision and monitoring services necessary for the oversight of DUI Treatment Court program participants.	1
(MCPD) Probation Officer - A Probation Officer will be assigned to provide strict supervision and oversight of program participants utilizing various technologies, which may include GPS-enabled	12

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 POs will distribute bus passes to participants to mitigate transportation issues. The POs will be experienced in serving the target population and culturally competent.

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.

1 x 12 months x \$8,120 x 100%

Benefits - (MCPD) Probation Officer - Total Benefits 54.50%

Retirement - PERS 32.11%

Social Sec/Medicare 1.45%

Health Insurance 20.32%

Life Insurance 0.02%

Dental Insurance 0.49%

Vision Insurance 0.11%

1

(MCPD) Probation Officer - A Probation Officer will be assigned to provide strict supervision and oversight 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 POs will distribute bus passes to participants to mitigate transportation issues. The POs will be experienced in serving the target population and culturally competent.

12

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.

1 x 12 months x \$7,897 x 100%

Benefits - (MCPD) Probation Officer - Total Benefits 55.10%

Retirement - PERS 32.11%

Social Sec/Medicare 1.45%

Health Insurance 20.89%

Life Insurance 0.03%

Dental Insurance 0.51%

Vision Insurance 0.11%

1

(MCPD) In State Travel - Provision is made in the budget for costs of use of county vehicle to carry out required tasks of the position. The projected costs include mileage and the cost of fuel and maintenance.

1

The two Probation personnel who work in support of the DUI Treatment Court will attend a Mentor DUI Treatment Court site visit with other members of the expanded collaborative team. This site visit provides opportunities to be educated on the latest developments in alternative testing, treatment, supervision methodologies, overall best-practices and to network with other collaborative court professionals, all resulting in a more effective local program. Travel costs based on existing County travel rates and guidelines are projected as \$1,092 per person, which includes fees for airfare, lodging, meals, roundtrip mileage to the airport, airport parking, and ground transportation to/from airport/ hotel, and various Mentor Court locations. Attendance to this specialized training on effective collaborative court programs is in direct support of the objectives and goals of the DUI Treatment Court program.

(MCPD) DUI testing Supplies and Testing - Routine and random drug and alcohol testing is conducted to determine DUI probationers' compliance with terms and conditions of probation. Costs may include DUI Testing supplies such as testing kits, cups, mouthpieces, dip sticks, lab testing fees, and similar items.

1

(MCPD) Alternative Monitoring Device/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

1



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.	
(MCPD) Bus Passes - The Probation Officers will distribute bus passes to program participants to facilitate participant's ability to attend self-help meetings, frequent office visits, which include alcohol/drug testing, regularly set judicial interactions in court and other service appointments. Transportation is a significant issue for participants who have a suspended license, predominantly low-income or working poor, who also may live in rural areas of Monterey County necessitating travel up to 100 miles roundtrip to their workplace, the Court, Probation, Behavioral Health offices and to access self-help meetings and other service appointments. Solely depending on friends and relatives for their transportation needs is often unreliable. Access to available public transportation is an important option for participants to maintain the multitude of commitments mandated by the DUI Treatment Court program. For those participants who are low-income, part-time employed, in school or part of the working poor, who couldn't otherwise afford them helps to ensure their success and compliance with all aspects of the DUI Treatment Court.	1
(MCPD) IT data - These are required charges for information technology services necessary for access to technologies utilized from email, internet, broadband and data charges associated with monitoring of GPS-enabled equipment and the camera-enabled remote alcohol testing devices and similar access.	1
(MCPD) 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.	1
(MCPD) Tablet, PC/Laptop with windows license - For use in tracking grant activities and producing required reports. Costs may include monitor, printer, software and accessories.	1
<b>EQUIPMENT</b> -	
<b>OTHER DIRECT COSTS</b> -	
<b>INDIRECT COSTS</b> -	
<b>STATEMENTS/DISCLAIMERS</b> There will be no program income generated from this grant. 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. Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency. 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.	



**CERTIFICATIONS AND ASSURANCES**

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.

**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 (HATCHACT)**

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.

## **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.

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.

#### **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.
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.