

**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.

## **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.

- 2.3.3 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;

- 2.5.1.6 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**



- 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

- 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

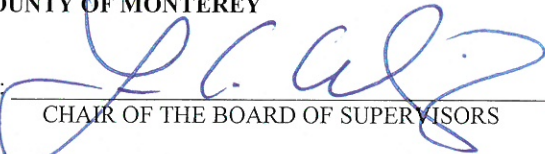
**Acceptance:** The parties hereto have agreed to the terms described in this MOU and have executed this MOU in the County of Monterey, State of California.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY**

By:   
CHRIS RUHL  
COURT EXECUTIVE OFFICER

Date: 3/7/18

**COUNTY OF MONTEREY**

By:   
CHAIR OF THE BOARD OF SUPERVISORS

Date: 2/14/2018


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

By:   
DEPUTY COUNTY COUNSEL

Date: 1-10-18

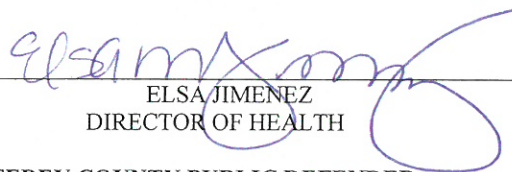
**RECOMMENDED FOR APPROVAL:**

**MONTEREY COUNTY DISTRICT ATTORNEY**

By:   
DEAN D. FLIPPO  
DISTRICT ATTORNEY

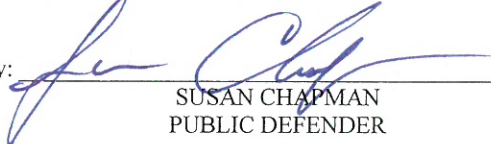
Date: 12/15/17

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

By:   
ELSA JIMENEZ  
DIRECTOR OF HEALTH

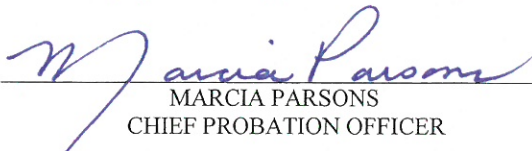
Date: 12/19/17

**MONTEREY COUNTY PUBLIC DEFENDER**

By:   
SUSAN CHAPMAN  
PUBLIC DEFENDER

Date: 12-15-17

**MONTEREY COUNTY PROBATION DEPARTMENT**

By:   
MARCIA PARSONS  
CHIEF PROBATION OFFICER

Date: 12-20-17



GRANT NUMBER  
DI18018

[illegible]



## **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

- **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

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



BUDGET NARRATIVE	
PERSONNEL COSTS	QUANTITY
-	
<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



<p>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.</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> <p>1 x 12 months x \$8,120 x 100%</p>	
<p>Benefits - (MCPD) Probation Officer - Total Benefits 54.50%</p> <p>Retirement - PERS 32.11%</p> <p>Social Sec/Medicare 1.45%</p> <p>Health Insurance 20.32%</p> <p>Life Insurance 0.02%</p> <p>Dental Insurance 0.49%</p> <p>Vision Insurance 0.11%</p>	1
<p>(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.</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> <p>1 x 12 months x \$7,897 x 100%</p>	12
<p>Benefits - (MCPD) Probation Officer - Total Benefits 55.10%</p> <p>Retirement - PERS 32.11%</p> <p>Social Sec/Medicare 1.45%</p> <p>Health Insurance 20.89%</p> <p>Life Insurance 0.03%</p> <p>Dental Insurance 0.51%</p> <p>Vision Insurance 0.11%</p>	1
<p>(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.</p> <p>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.</p>	1
<p>(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.</p>	1
<p>(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</p>	1

**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.

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