

AGREEMENT FOR SERVICES #097-116-P-E2009
Driving Under the Influence (DUI) Court Expansion Program

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Progress House, Inc., a California non-profit public benefit corporation tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 2844 Coloma Street, Placerville, CA 95667 (hereinafter referred to as "CONTRACTOR");

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a Contractor to provide Alcohol and Drug Treatment Services for those clients found to be eligible for the Driving Under the Influence (DUI) Court Expansion Program (PROGRAM) through a grant from the U.S. Department of Justice (DOJ), Bureau of Justice Assistance #2009-DC-BX-0076; and

WHEREAS, CONTRACTOR has represented to COUNTY that it is specially trained, experienced, expert and competent to perform the special services required hereunder and COUNTY has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by CONTRACTOR is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. DEFINITIONS

- ADP refers to the El Dorado County Health Services Department – Public Health Division Alcohol and Drug Program.
- CalOMS – California Outcomes Measurement System is a data collection system used to report information to the California Department of Alcohol and Drug Program.
- Case Management Conference refers to activities involved in the integrating and coordinating of all necessary services to ensure successful treatment and recovery. This involves managing multiple clients and is limited to four (4) episodes per month; this is not billable per client.
- Client refers to those persons referred to the DUI Court Coordinator by community partners and approved by the Coordinator for participation in the program.
- Community partners refers to entities in the community with whom the Alcohol Drug Program collaborates to provide services. Examples include, but are not limited to, Family Connections, New Morning Youth and Family, Marshall Hospital, Community Health Center, Literacy Council, etc.
- CONTRACTOR refers to Progress House, Inc. for the purpose of this Agreement.
- Dual Diagnosis refers to someone who has both a mental disorder and an alcohol or drug problem.
- DUI Court Coordinator refers to the COUNTY Alcohol and Drug Program employee assigned to the role by the ADP Manager.
- DUI refers to driving under the influence of alcohol or a substance.
- DUI Court Team refers to representatives assigned to participate by the following: District Attorney's Office, Public Defender's Office, Probation Department, and CONTRACTOR, along with the DUI Court Coordinator. Other ancillary agencies (e.g. Mental Health, Child Protective Services, and Public Health) will be included on an as-needed basis.
- Grant refers to local assistance funding from the Department of Justice – Office of Justice Programs grant specifically award #2009-DC-BX-0076.
- Subcontractor / subrecipient shall mean an individual, organization, firm, partnership, or corporation having a contract, purchase order, or agreement with the CONTRACTOR or with any subcontractor of any tier for the performance of any part of this Agreement. Units of government and other organizations receiving Federal assistance for the purposes of this Agreement, and unless expressly stated, the term "subcontractor" includes at every level and/or tier, all subcontractors, subconsultants, suppliers, vendors and material men.

Article II. TERM

This Agreement shall become effective September 1, 2009 and shall expire August 31, 2011 to coincide with the grant funding agreement unless earlier terminated pursuant to the provisions under Article XIII herein.

Article III. SCOPE OF SERVICES

Section 3.01 COUNTY agrees to provide a DUI Court Coordinator who shall:

- (a) Provide the initial intake process and assessment based on DWI Guiding Principles #2, attached hereto as Exhibit C, and incorporated by reference herein.
- (b) Provide written recommendation for placement into a level of treatment in writing, indicating the services to be provided on Exhibit F – Treatment Authorization Form, attached hereto and incorporated by reference herein.
- (c) Facilitate case management and supervision of DUI Court clients.
- (d) Advise all participants in the pre-court and collaborative case management sessions of the schedule of said meetings.
- (e) Maintain records of all client information.

- (f) Represent clients at monthly court sessions, in keeping with DWI Guiding Principles #7, attached hereto as Exhibit C. Direct all collaborative meetings.
- (g) Act as the program contact for the court administrative purposes.
- (h) Facilitate the implementation of a comprehensive program evaluation to track program outcomes including participant recidivism, successful treatment completion, vocational attainment, and number of jail days avoided, in accordance with DWI Guiding Principle #9, attached hereto as Exhibit C, and incorporated by reference herein.

Section 3.02 CONTRACTOR agrees to:

- (i) Provide a comprehensive continuum of substance abuse treatment, provided on an as-needed basis, and require written approval by the DUI Court Coordinator prior to providing services, including the following:
 - a. Recovery and support sessions – including individual counseling sessions for clients designed to address threats, or perceived threats, to a client’s recovery.
 - b. Residential treatment – including perinatal women’s facilities, and men’s facilities; transitional living facilities for men and women; intensive outpatient groups; and Dual Diagnosis groups.
 - c. Documentation of treatment plans, progress reports, noncompliance reports, treatment discharges, and other reports, in accordance with DWI Principle #3, attached hereto as Exhibit C, and incorporated by reference herein.
- (b) Attend pre-court and collaborative case management sessions, based on communication of schedules by the DUI Court Coordinator, in accordance with Section 3.01(d).
- (c) Provide ancillary services – these supplementary services are available from existing community resources that promote successful rehabilitation of PROGRAM clients.
 - (i) CONTRACTOR shall identify the need for ancillary services, document the need in the treatment plan, request, and receive written approval of DUI Court Coordinator prior to providing or arranging for clients to receive ancillary services.
 - (ii) Ancillary services include but are not limited to literacy training, vocational training, family counseling, detoxification and other miscellaneous services that support clients’ successful completion of treatment, in accordance with DWI Guiding Principle #5, attached hereto as Exhibit C, incorporated by reference herein.

Section 3.03 CONTRACTOR shall maintain full knowledge of all Federal and State laws, rules, and regulations with which, as a provider of services in the PROGRAM, CONTRACTOR must comply, including but not limited to, the Department of Justice – Office of Justice Programs grant #2009-DC-BX-0076, Exhibits A and B “Office of Justice Programs Financial Guide”, attached hereto and incorporated by reference herein. CONTRACTOR must apply “The Ten Guiding Principles of DWI Courts” Exhibit C, attached hereto and incorporated by reference herein, when providing services to PROGRAM participants. In the event COUNTY determines in its sole discretion that CONTRACTOR has not adhered to any terms and conditions, COUNTY reserves the right to pursue all remedies up to and including termination of this Agreement.

Section 3.04 CONTRACTOR agrees to provide the alcohol/substance abuse services listed below in accordance with the above referenced laws, rules, regulations and requirements, including but not limited to all exhibits attached hereto. All services provided must have prior written authorization by the DUI Court Coordinator designated by the COUNTY, pursuant to Article III, Section 3.01 (b) herein:

- (a) Intake: Demographic, financial, health, family, living situation and other pertinent information shall be collected as necessary to establish client records and support reporting requirements. Intake

also includes dissemination of required information to clients including but not limited to CONTRACTOR confidentiality policies, complaint procedures, and admission procedures.

- (b) Assessments: Initial assessments of clients shall be developed using appropriate assessment and screening tools, as identified by the DUI Court Coordinator and/or the DUI Court Team.
- (c) Treatment plans: An individualized treatment plan shall be developed for each client using information obtained in the intake and assessment process. The treatment plan must be completed within thirty (30) days of the date the client is admitted to treatment. The treatment plan shall identify problems to be addressed, goals to be reached, action steps, target dates, type and frequency of services to be provided, and the assigned counselor. Treatment plans must be maintained in client records, and kept current as treatment progresses.
- (d) Case Management: This function shall be performed to integrate and coordinate all necessary services and to help ensure successful treatment and recovery. Case management may include evaluating payment resources, determining the nature of services to be provided, planning the delivery of treatment services, identifying services to be provided, referring clients to other resources as appropriate, monitoring client progress, documenting treatment, participating in case conferences, and other similar types of activities.
- (e) Client Treatment: Treatment shall be delivered through a program that offers services at different levels of intensity depending on individual client needs. Treatment shall be consistent with findings that result from administration of the American Society of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders, 2nd edition (ASAM PPC-2). Clients admitted to treatment may be tested for drug usage; however, the cost of drug testing shall be included within CONTRACTOR's rate for services and shall not be billed separately. Following is a description of the required services:
 - (i) *Low intensity outpatient education and treatment services* are those services or activities provided to clients who are willing to cooperate in their own treatment but who need motivating and monitoring to sustain the recovery process. These services are appropriate for individuals who are able to maintain abstinence or control their substance use and to pursue recovery goals with minimal support. Participants served at this level are in a supportive recovery environment or have the necessary coping skills to deal with a non-supportive recovery environment. Outpatient drug free (individual and/or group), health/addiction education, crisis intervention, and/or collateral visits may be provided at this level.
 - (ii) *High intensity outpatient education and treatment services* are those services provided to clients whose resistance to treatment is high enough to require a structured program, but not so high as to render outpatient treatment ineffective. These services may also be indicated for individuals whose addiction symptoms intensify while participating in low intensity outpatient services. Outpatient drug free (individual and/or group), day care habilitative, health/addiction education, crisis intervention, and/or collateral visits may be provided at this level.
 - (iii) *Residential Treatment Services* are those services provided to clients for 30 to 90 days of in-house alcohol/substance abuse treatment.

- (f) Support Tasks and Activities: CONTRACTOR agrees to provide the following support services and complete the following tasks and activities:
- (i) *Recovery support sessions*: Recovery support refers to an individual counseling session for PROGRAM participants designed to address threats or perceived threats to a participant's recovery. These services shall be provided on an as-needed basis and must be approved by the DUI Court Coordinator before they can be offered.
 - (ii) *Reports*: Treatment plans, progress reports, non-compliance reports, treatment discharges, and other requested reports must be submitted to the appropriate party as requested by DUI Court Coordinator and/or Judge.
 - (iii) *Ancillary Services*: These are supplementary services, available from existing community resources that promote successful rehabilitation of PROGRAM participants. CONTRACTOR shall determine the need for ancillary services, document this need in the treatment plan, and request and receive approval from the DUI Court Coordinator before providing or arranging for participants to receive ancillary services in accordance with Article III, Section 3.01 (b) herein. Ancillary services consist of literacy training, vocational training, family counseling, perinatal services, transitional housing, detoxification and other miscellaneous items that support participants' successful completion of treatment.

Section 3.05 General Program Requirements: CONTRACTOR agrees to comply with the following general program requirements:

- (a) *Clients to be served*: CONTRACTOR must use these funds to serve DUI offenders having received a minimum of two DUI convictions within a 5-year period or with three or more lifetime DUI convictions.
- (b) *Ancillary Resource linkages*: CONTRACTOR shall have established linkages to ancillary service resources and shall manage funds for services provided under this Agreement. CONTRACTOR shall make every attempt to maximize funding under this Agreement for ancillary services by utilizing community resources funded by sources other than this instant Agreement.
- (c) *Attendance at case management conferences and court sessions*: CONTRACTOR shall attend case management conferences and, upon request, shall attend court sessions, which take place twice monthly. COUNTY will furnish CONTRACTOR with the schedule of DUI Court sessions and provide reasonable advance notice of case management conference times and locations.
- (d) *Data*: CONTRACTOR shall ensure it provides computer software and Internet access suitable for data tracking in the California Outcomes Measurement System (CalOMS).
- (e) *Cultural competency*: CONTRACTOR shall provide services that are culturally relevant and physically accessible to PROGRAM participants.
- (f) *Client Fees*:
 - (i) *Fees*: As defined in Exhibit D, CONTRACTOR's fees for service will be \$75.00 for each Individual Session and \$35.00 for each Group Session.
 - (ii) *Sliding Fee Scale*: CONTRACTOR shall provide COUNTY a copy of the CONTRACTOR's Sliding Fee Scale attached hereto as Exhibit D, and incorporated by reference herein; and a copy of CONTRACTOR's Client Financial Assessment Form to include certification of "inability to pay", Exhibit H, attached hereto and incorporated by reference herein.
 - (iii) CONTRACTOR shall determine client's ability to pay, based on the following:

- a. Availability of any third party funding on the client's behalf, including, but not limited to, Drug Medi-Cal and any other applicable State, federal or private sources available at the time services are performed.
 - b. Client's monthly income and family size.
 - c. Once a client's ability to pay has been determined, CONTRACTOR shall utilize the Sliding Fee Scale, attached as Exhibit D to determine client's obligation for payment.
 - d. CONTRACTOR shall require the client to execute a Self Pay Agreement, attached as Exhibit E, incorporated by reference herein.
- (g) *Required Procedures:* CONTRACTOR shall establish written procedures informing clients of their rights, including the right to file a complaint alleging discrimination, violation of civil rights, or any type of inappropriate or offensive treatment by CONTRACTOR staff. CONTRACTOR shall provide a copy of its complaint procedures to all clients upon their admission to treatment. These procedures shall describe the specific steps clients are to follow when filing complaints and the action that CONTRACTOR will take to resolve client complaints.

Section 3.06 Reporting Requirements: CONTRACTOR agrees to provide the following:

- (a) All services for participants in the PROGRAM must be tracked and reported in accordance with Section 4.01 as a component of monthly invoicing.
- (b) CONTRACTOR may be asked to supply additional data, as needed for COUNTY to comply with State statistical reporting requirements.

Section 3.07 CONTRACTOR also agrees to comply with the following:

- (a) Assure the highest level of client participation through formalized program structure as evidenced by clinical documentation of (1) client attendance, (2) motivation to succeed in treatment, and (3) goal accomplishments.
- (b) Provide Drug Medi-Cal reimbursable services whenever possible to serve client needs and to maximize funding available.
- (c) Operate continuously throughout the term of this Agreement, with at least the minimum number and type of staff needed to provide required services and to meet federal, State and COUNTY requirements.

Article IV. COMPENSATION FOR SERVICES

Section 4.01 CONTRACTOR shall submit monthly invoices no later than thirty (30) days following the end of a "service month" except in those instances where CONTRACTOR obtains written approval from COUNTY Health Services Department Director or Director's designee granting an extension of the time to complete billing for services or expenses. For billing purposes, a "service month" shall be defined as a calendar month during which CONTRACTOR provides services in accordance with Article I – Scope of Services.

Section 4.02 For services provided herein, COUNTY agrees to pay CONTRACTOR monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. Monthly payments are billing rate payments only, and subject to Cost Report final settlement in accordance with 4.04 through 4.06 of this Agreement.

Section 4.03 Not-to-Exceed: \$134,000.00 over the term of this Agreement.

Section 4.04 CONTRACTOR billing rates for services performed during the term of this agreement shall be in accordance with the State-approved Drug Medi-Cal (DMC) rates in effect for the period in which services were performed. This standardized rate provision applies to all substance abuse and other therapeutic counseling and treatment services, as defined in the Service Reimbursement Schedule - Exhibit E, attached hereto and made a part hereof, regardless of the type of funding used for such services. Approved DMC rates may be obtained by CONTRACTOR from the California Department of Alcohol and Drug Programs (State ADP) website (currently <http://www.adp.ca.gov/dmc/dmc.shtml>) or by contacting State ADP or COUNTY ADP directly. Any changes made by the State to DMC rates, and the effective date of those changes, shall be as defined by the State and automatically become a part herein. Should the State at any time provide notification that it does not have approved DMC rates, CONTRACTOR shall continue to use the last approved DMC rates in effect prior to such notification, until the State identifies new approved DMC rates. The effective date of new State-approved rates will be as stipulated by the State.

The maximum payment rates for specified services included in Article II – Scope of Services, are as outlined in the Service Reimbursement Schedule – Exhibit G.

Section 4.05 Billing:

- (a) CONTRACTOR will bill Drug Medi-Cal and any other applicable State, federal or private sources available at the time services are performed.
- (b) CONTRACTOR will bill COUNTY the fee less a credit for anticipated payments due to CONTRACTOR as stated in Section 4.05 (a), provided that non-Drug Medi-Cal services are billed to COUNTY by unit of service at an amount not exceeding the total not-to-exceed amount specified in Section 4.03 of this Agreement.

Section 4.06 Costs shall be reconciled annually in the cost report, as detailed in Article V of this Agreement. The cost report settlement is the process that determines whether billing rates were an accurate representation of actual costs.

Section 4.07 Invoices shall be submitted to:

Health Services Department – Public Health Division Finance
941 Spring Street, Suite 3
Placerville, CA 95667

All invoices to COUNTY shall be accompanied by Exhibit F – Treatment Authorization Form demonstrating that services rendered for each client were approved by ADP, and shall include client name, date(s) of service, services rendered, and fee to COUNTY pursuant to Section 3.06(a). Invoices shall be supported at CONTRACTOR’s facility by source documentation that substantiates the accuracy, appropriateness, and necessity of services billed. Such documentation may include, but is not limited to: ledgers, books, vouchers, journals, time sheets, payrolls, signed attendance rosters, appointment schedules, client data cards, client payment records, client charts documenting services rendered, client treatment plans, cost allocation schedules, invoices, bank statements, cancelled checks, receipts, and receiving records. COUNTY may require CONTRACTOR to submit back-up documentation that supports monthly invoices along with any or all invoices. Failure of CONTRACTOR to supply requested documentation in support of any invoice may result in denial of payment by COUNTY. COUNTY shall determine the format and content of monthly invoices and back-up documentation.

Article V. COST REPORT

Section 5.01 CONTRACTOR shall submit a Cost Report to COUNTY on or before September 15, 2010 and September 15, 2011. CONTRACTOR shall prepare the Cost Report in accordance with all federal, State and COUNTY requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. Such costs and allocations shall be supported by source documentation maintained by CONTRACTOR and available at any time to COUNTY upon forty-eight (48) hours notice.

Section 5.02 CONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services provided hereunder. The Cost Report shall be the final financial record of services rendered under this Agreement for subsequent audits, if any.

Section 5.03 The following attestation shall be attached to the Cost Report:

“I, _____ (Agency Director or Board of Directors Chairman), hereby declare under penalty of perjury under the laws of the State of California that I have executed the accompanying Cost Report and supporting documentation prepared by _____ for the cost report period beginning _____ and ending _____ and that, to the best of my knowledge, cost reimbursed through this Agreement are reasonable and allowable, and directly or indirectly related to the services provided, and that this Cost Report is a true, correct, and complete statement from the books and records of _____ in accordance with applicable instructions, except as noted. Executed this _____ day of _____, 20__ at _____, California.”

Section 5.04 Final Settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues, not to exceed COUNTY's Total Maximum Obligations as set forth in Section 3.03. CONTRACTOR shall not claim expenditures to COUNTY that are not reimbursable pursuant to applicable federal, State and COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within forty-five (45) days of submission of the Cost Report.

Section 5.05 If the Cost Report shows the actual and reimbursable cost of services provided pursuant to this Agreement, less applicable revenues, is lower than the aggregate of monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, with the submission of the Cost Report.

Section 5.06 When the State reconciliation of costs occurs, if the State settlement shows that the aggregate of monthly payments to CONTRACTOR for covered services provided under this agreement exceeds CONTRACTOR's allowable cost, in accordance with Title 22, California Code of Regulations (CCR) Section 51516.1, CONTRACTOR shall remit the difference to COUNTY. CONTRACTOR shall pay COUNTY the difference within forty-five (45) days after verification of amount owed or the completion of an Appeal Process through COUNTY, whichever comes first. In the event of a State Alcohol and Drug cost report audit and/or program audit, both State General Fund and Federal Medicaid portions of all CONTRACTOR disallowances shall be reimbursed to COUNTY within forty-five (45) days of completion of an appeal process following receipt of a final Audit Report or the completion of an Appeal Process through COUNTY, whichever comes first.

Article VI. INSPECTIONS AND AUDITS

Section 6.01 COUNTY Contract Administrator, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, medical and client records, of CONTRACTOR which such persons deem pertinent to this Agreement, for the purpose of conducting an audit, evaluation, or examination, or making transcripts during the periods of retention set forth in Article VII of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided or administered.

Section 6.02 CONTRACTOR shall actively participate and cooperate with any persons specified in Section 6.01 above in any evaluation or monitoring of services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

Section 6.03 CONTRACTOR shall obtain an annual financial statement audit in accordance with Government Auditing Standards (GAS). The audit shall comply with Exhibit B, Part II, Chapter 19 - Audit Requirements, including but not limited to the requirement that (1) the audit package be submitted to COUNTY; (2) that an audit of the CONTRACTOR was conducted in accordance with OMB Circular A-133; and (3) shall include the period covered by the audit and the name, amount, and CFDA number of the "Federal award(s) provided by the pass-through entity" (i.e., COUNTY).

Section 6.04 CONTRACTOR shall maintain client records, books, documents, records and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the Services provided to each client.

Section 6.05 CONTRACTOR's facility, office (or such parts thereof as may be engaged in the performance of this Agreement) and its records shall be subject at all reasonable times to inspection, audit, and reproduction by COUNTY.

Section 6.06 Within fourteen (14) days after final audit is approved by CONTRACTOR's Board of Directors, CONTRACTOR shall forward to COUNTY a copy of any audit report. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

Section 6.07 Following any audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement or serious deficiencies in CONTRACTOR's internal control structure, COUNTY may terminate this Agreement as provided for in Article XIV or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to COUNTY Contract Administrator in writing within fifteen (15) days after receiving notice from COUNTY.

Section 6.08 CONTRACTOR will have two (2) months to implement a corrective action plan and to submit to COUNTY a written report of corrective action taken. Failure to implement said corrective action plan shall be cause for termination of this Agreement, pursuant to Section 14.01 – Default.

Section 6.09 All CONTRACTOR's funding records related to this Agreement shall be subject to audit by COUNTY at any time during the term of this Agreement, and for a period that extends through any required records retention period, should it be requested by COUNTY's Auditor/Controller. In the event that CONTRACTOR has more than one funding contract with COUNTY, CONTRACTOR shall maintain an individual schedule of expenses for each COUNTY contract, such that can be reconciled to an audit of any individual contract.

Article VII. RECORDS RETENTION

Section 7.01 Financial and client records shall be retained by CONTRACTOR for five (5) years from the date of submission of the Cost Report that pertains to this Agreement.

Section 7.02 Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or cost and expenses of this Agreement as to which exception has been taken by federal, State or COUNTY governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims or exceptions is completed.

Article VIII. GRANT-SPECIFIC PROVISIONS

As sub-recipient of funds through the DOJ Grant #2009-DC-BX-0076, CONTRACTOR shall comply with the following as if it were a direct recipient of the grant funds:

Section 8.01 CONTRACTOR agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Program (OJP) Financial Guide, attached hereto as Exhibit B, and incorporated as if fully set forth herein.

Section 8.02 Civil Rights

(a) *Ensuring Access to Federally Assisted Programs*

CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, religion, sex, age, or disability with regard to any participant in this PROGRAM, not only in respect to employment practices but also in the delivery of services or benefits.

(b) *Services for Limited English Proficiency (LEP) Individuals*

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, CONTRACTOR as must take reasonable steps to provide meaningful access to its PROGRAM and activities for persons with limited English proficiency (LEP). Further information in this regard is available at <http://www.lep.gov>.

(c) *Equal Treatment for Faith-Based Organizations*

CONTRACTOR shall comply with the regulation known as "Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants" also known as the "Equal Treatment Regulation 28 C.F.R. Part 38." This regulation includes prohibition from faith-based organizations using financial assistance from the DOJ to fund inherently religious activities. Non-funded faith-based activities must be held separately from the PROGRAM and participants in the PROGRAM cannot be compelled to participate in them. The Equal Treatment Regulations also makes clear that organizations participating in the PROGRAM cannot discriminate in the provision of

services on the basis of an eligible client's religion. Further information is available at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

Section 8.03 Enforcing Civil Rights

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly the Office of Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Section 8.04 Complying with the Safe Streets Act or Program Requirements

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements (1) complying with Federal regulations pertaining to development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (28 C.F.R. §§ 42.205(5) or 31.202(5)).

- (a) In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8,B, or certain Federal grant program requirements, CONTRACTOR shall comply with the following EEOP reporting requirements:
 - (i) If CONTRACTOR has received an award between \$25,000 and \$500,000 and has 50 or more employees, CONTRACTOR has to prepare an EEOP, but does not have to submit the EEOP to OCR for review. Instead CONTRACTOR shall maintain the EEOP on file and make it available for review upon request. In addition, CONTRACTOR has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.
 - (ii) If CONTRACTOR has received an award for less than \$25,000; or if CONTRACTOR has less than 50 employees, regardless of the amount of the award; or if CONTRACTOR is a medical institution, educational institution, nonprofit organization, or Indian tribe, then CONTRACTOR is exempt from the EEOP requirement. However, CONTRACTOR must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.
- (b) Submitting Findings of Discrimination. In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against CONTRACTOR after a due process hearing, on the grounds of race, color, religion, national origin, or sex, CONTRACTOR must submit a copy of the finding to OCR and to COUNTY for review.

Section 8.05 CONTRACTOR must promptly refer to the DOJ Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either (1) submitted a false claim for grant funds under the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse or misconduct should be reported to the OIG by:

Mail: Office of the Inspector General
 U.S. Department of Justice
 Investigations Division
 950 Pennsylvania Avenue, N.W.
 Room 4706
 Washington, CA 20530

Email: oig.hotline@usdoj.gov

Hotline: 800-869-4499

Hotline fax: 202-616-9881

Additional Information is available from the DOJ OIG website at www.usdoj.gov/oig.

Section 8.06 The Bureau of Justice Assistance (BJA) Drug Court Discretionary Grant Program provides funds to States, State courts, local courts, counties, other units of local government, and Indian tribal governments to establish drug courts. Drug courts integrate substance abuse treatment, sanctions and incentives with case management to place nonviolent drug involved offenders into judicially supervised habilitation program for a period of time sufficient to permit substance abuse treatment to occur.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- New construction;
- Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the national register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- A renovation that will change the basic prior use of a facility or significantly change its size;
- Research and technology whose anticipated and future application could be expected to have an effect on the environment; and
- Implementation of a program involving the use of chemicals.

Article IX. CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article X. CONTRACTOR TO COUNTY

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as Contractor only to COUNTY and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

Article XI. ASSIGNMENT AND DELEGATION

CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. In the event COUNTY agrees in writing that CONTRACTOR may subcontract for services under this Agreement, CONTRACTOR shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent federal and State statutes and regulations.

Article XII. INDEPENDENT CONTRACTOR/LIABILITY

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

Article XIII. FISCAL CONSIDERATIONS

The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XIV. DEFAULT, TERMINATION, AND CANCELLATION**Section 14.01 Default**

Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be

extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

Section 14.02 Bankruptcy

This Agreement, at the option of the COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 14.03 Ceasing Performance

COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 14.04 Termination or Cancellation without Cause

COUNTY may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by COUNTY without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XV. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

PROGRESS HOUSE, INC.
 2844 COLOMA STREET
 PLACERVILLE, CA 95667
 ATTN: TOM AVEY, EXECUTIVE DIRECTOR

or to such other location as the CONTRACTOR directs.

Article XVI. INDEMNITY

The CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CONTRACTOR's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CONTRACTOR, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONTRACTOR to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVII. INSURANCE

Section 17.01 CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- (b) Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- (c) Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the CONTRACTOR in the performance of the Agreement.

Section 17.02 In the event CONTRACTOR is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.

Section 17.03 CONTRACTOR shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 17.04 The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

Section 17.05 CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and CONTRACTOR agrees that no

work or services shall be performed prior to the giving of such approval. In the event the CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Section 17.06 The certificate of insurance must include the following provisions stating that:

- (a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
- (b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

Section 17.07 The CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Section 17.08 Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 17.09 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

Section 17.10 The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

Section 17.11 CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

Section 17.12 In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

Section 17.13 Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the COUNTY.

Article XVIII. INTEREST OF PUBLIC OFFICIAL

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XIX. INTEREST OF CONTRACTOR

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XX. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XXI. CALIFORNIA RESIDENCY (FORM 590)

All independent Contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XXII. TAXPAYER IDENTIFICATION NUMBER (FORM W-9)

All independent Contractors or corporations providing services to the COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXIII. COUNTY BUSINESS LICENSE

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

Article XXIV. ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Shirley White, Alcohol and Drug Program Manager, or successor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

*Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors*

Deputy

Date


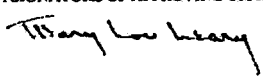
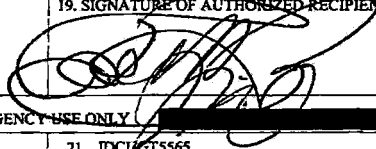
-- CONTRACTOR --

PROGRESS HOUSE, INC.

By: Tom Avey
Tom Avey, Executive Director
"CONTRACTOR"

Dated: 06/11/2010

ORIGINAL

 Department of Justice Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 3																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) El Dorado County 330 Fair Lane Placerville, CA 95667		4. AWARD NUMBER: 2009-DC-BX-0076																		
		5. PROJECT PERIOD: FROM 09/01/2009 TO 08/31/2011 BUDGET PERIOD: FROM 09/01/2009 TO 08/31/2011																		
		6. AWARD DATE 09/18/2009	7. ACTION Initial																	
1A. GRANTEE IRS/VENDOR NO. 946000552		8. SUPPLEMENT NUMBER 00																		
		9. PREVIOUS AWARD AMOUNT \$ 0																		
3. PROJECT TITLE El Dorado County DUI Treatment Court		10. AMOUNT OF THIS AWARD \$ 200,000																		
		11. TOTAL AWARD \$ 200,000																		
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																				
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3797u (a) (BJA - Drug Courts)																				
15. METHOD OF PAYMENT PAPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ron Briggs Chairman																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 		19A. DATE 11/10/09																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DC</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>200000</td> </tr> </tbody> </table>				FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DC	80	00	00		200000	21. IDCUGT5565
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT													
X	B	DC	80	00	00		200000													

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

ATTEST: SUZANNE ALLEN de SANCHEZ,
 Clerk of the Board of Supervisors

By 
 DEPUTY



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 3

PROJECT NUMBER 2009-DC-BX-0076

AWARD DATE 09/18/2009

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient agrees to submit a written strategy describing the jurisdiction's plan for sustaining the drug court program after Federal financial assistance has ended. The sustainability plan must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.
7. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 3

PROJECT NUMBER 2009-DC-BX-0076

AWARD DATE 09/18/2009

SPECIAL CONDITIONS

8. The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.

A handwritten signature or initials, possibly "S", enclosed in a hand-drawn oval.



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2009

Chairman Ron Briggs
El Dorado County
330 Fair Lane
Placerville, CA 95667

Dear Chairman Briggs:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Drug Court Discretionary Grant Program: Enhancement in the amount of \$200,000 for El Dorado County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lou Leary".

Mary Lou Leary
Acting Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 18, 2009

Chairman Ron Briggs
 El Dorado County
 330 Fair Lane
 Placerville, CA 95667

Dear Chairman Briggs:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 18, 2009

Chairman Ron Briggs
El Dorado County
330 Fair Lane
Placerville, CA 95667

Reference Grant Number: 2009-DC-BX-0076

Dear Chairman Briggs:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$28,650
Fringe Benefits	\$15,150
Travel	\$0
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$216,667
Other	\$0
Total Direct Cost	\$260,467
Indirect Cost	\$6,200
Total Project Cost	\$266,667
Federal Funds Approved:	\$200,000
Non-Federal Share:	\$66,667
Program Income:	\$0

Match is required at 25% for this grant program. The required match has been met. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

All individual consultant fees in excess of \$450 per 8 hour day require prior approval of OJP.

All Sole Source procurement in excess of \$100,000 requires written justification and the prior approval of OJP.

The applicant is a local government unit and is not required to submit an indirect cost rate agreement. The grantee must retain the cost allocation plans on file for audit purposes.

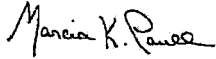
EXHIBIT A

If you have questions regarding this award, please contact:

- Program Questions, Stefanie Harris, Program Manager at (202) 305-8069
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Marcia K. Paul
Chief Financial Officer



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Maria Berry, Environmental Coordinator

Subject: Categorical Exclusion for El Dorado County


The Bureau of Justice Assistance (BJA) Drug Court Discretionary Grant Program provides funds to States, State courts, local courts, counties, other units of local government, and Indian tribal governments to establish drug courts. Drug courts integrate substance abuse treatment, sanctions and incentives with case management to place nonviolent drug involved offenders into a judicially supervised habilitation program for a period of time sufficient to permit substance abuse treatment to occur.

None of the following activities will be conducted either under the OJP federal action or a related third party action:

- (1) new construction;
- (2) any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species;
- (3) a renovation that will change the basic prior use of a facility or significantly change its size;
- (4) research and technology whose anticipated and future application could be expected to have an effect on the environment; and
- (5) implementation of a program involving the use of chemicals.

Consequently, an agency-wide analysis has determined that the program meets the Office of Justice Programs' (OJP) criteria for a categorical exclusion under the provisions of 28 CFR, Part 61, Appendix D, paragraph 4(b).

EXHIBIT A

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p>Grant</p>	
	<p>PROJECT NUMBER 2009-DC-BX-0076</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under 42 U.S.C. 3797a (a) (BJA - Drug Courts)</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Stefanie Harris (202) 305-8069</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Shirley White Alcohol and Drug Program Administrator Alcohol and Drug Programs 415 Placerville Drive Ste R Placerville, CA 95667-4046 (530) 621-7571</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>BJA FY 09 Drug Court Discretionary Grant Program: Enhancement</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>El Dorado County DUI Treatment Court</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>El Dorado County 330 Fair Lane Placerville, CA 95667</p>		<p>6. NAME & ADDRESS OF SUBGRANTEE</p>
<p>7. PROGRAM PERIOD</p> <p>FROM: 09/01/2009 TO: 08/31/2011</p>		<p>8. BUDGET PERIOD</p> <p>FROM: 09/01/2009 TO: 08/31/2011</p>
<p>9. AMOUNT OF AWARD</p> <p>\$ 200,000</p>		<p>10. DATE OF AWARD</p> <p>09/18/2009</p>
<p>11. SECOND YEAR'S BUDGET</p>		<p>12. SECOND YEAR'S BUDGET AMOUNT</p>
<p>13. THIRD YEAR'S BUDGET PERIOD</p>		<p>14. THIRD YEAR'S BUDGET AMOUNT</p>
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Drug Court Discretionary Grant Program is designed to assist states, state courts, local courts, units of local government, and Indian tribal governments in developing and establishing drug courts for substance-abusing adult and juvenile offenders. Drug court programs funded by the Drug Court Discretionary Grant Program are required by law to target nonviolent offenders. The program supports the following activities: adult drug court implementation, single jurisdiction drug court enhancement, statewide drug court enhancement, and planning efforts.</p> <p>The County of El Dorado will use the drug court enhancement grant to enhance the current operation of the DUI Treatment Court. The DUI Treatment Court focuses on offenders with either two DUI convictions within a five year period or with three or more convictions within their lifetime. These funds will provide funding to increase participant access to longer stays in treatment, implement a comprehensive program evaluation to more accurately track program outcomes, increase supervision and monitoring, and provide increased access to sober living for participants.</p>		

OJP FORM 4000/2 (REV. 4-88)

EXHIBIT A

The County of El Dorado will procure treatment services for approximately 40-50 program participants over the course of the 24-month grant term; dedicate salary costs for one .25 FTE Probation Officer for supervision and court monitoring of DUI Court program clients; provide funding for UA drug testing and SCRAM monitoring program of DUI Court program clients.

CA/NCF



HEALTH SERVICES DEPARTMENT

PUBLIC HEALTH DIVISION

Healthy People Living in Healthy Communities Throughout El Dorado County

Neda West, Director / Dr. Jason Eberhart-Phillips, Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6156 / Fax (530) 626-4713

January 27, 2009

Mr. Tim Jeffries, BJA Policy Advisor
US Department of Justice
Bureau of Justice Programs
Bureau of Justice Assistance

Dear Mr. Jeffries:

The El Dorado County Health Services Department – Alcohol and Drug Program is pleased to have the opportunity to be considered for participation in Adult Drug Court Discretionary Grant Program for an enhancement grant for our DUI Treatment Court. The deadline for submission of the application was too soon to allow for prior review of the application by the County’s Board of Supervisors. The request to obtain approval from the Board to participate in the project will be heard in early February. Until that time, our application cannot be binding or obligate the County to action.

Shirley White will contact you via email to advise you of the Board’s approval. Again, thank you for this opportunity to be considered for participation in in Adult Drug Court Discretionary Grant Program for an enhancement grant for our DUI Treatment Court.

Sincerely,

Neda West, Director
El Dorado County Health Services Department



Opportunity Title:	BJA Drug Court Solicitation
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.585
CFDA Description:	Drug Court Discretionary Grant Program
Opportunity Number:	BJA-2009-1979
Competition ID:	BJA-2009-1981
Opportunity Open Date:	11/24/2008
Opportunity Close Date:	01/29/2009
Agency Contact:	Tim Jeffries BJA Policy Advisor 202-616-7385 timothy.jeffries@usdoj.gov

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name: EDC Health Services Department

Mandatory Documents

--

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
Assurances for Non-Construction Programs (SF-42)
Project Narrative Attachment Form
Disclosure of Lobbying Activities (SF-LLL)
Budget Narrative Attachment Form
Other Attachments Form

Optional Documents

Faith Based EEO Survey

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

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INSTRUCTIONS

- Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.
- Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.
- Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424		Version 02																
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"> * 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application </td> <td style="width:33%;"> * 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision </td> <td style="width:33%;"> * If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/> </td> </tr> </table>			* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>													
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify) <input type="text"/>																
* 3. Date Received: <input type="text" value="01/29/2009"/>		4. Applicant Identifier: <input type="text"/>																
5a. Federal Entity Identifier: <input type="text"/>		* 5b. Federal Award Identifier: <input type="text"/>																
State Use Only:																		
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>																
8. APPLICANT INFORMATION:																		
* a. Legal Name: <input type="text" value="Health Services Department, Alcohol and Drug Programs"/>																		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="946000511"/>		* c. Organizational DUNS: <input type="text" value="158218037"/>																
d. Address:																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">* Street1:</td> <td><input type="text" value="415 Placerville Drive Suite R"/></td> </tr> <tr> <td>Street2:</td> <td><input type="text"/></td> </tr> <tr> <td>* City:</td> <td><input type="text" value="Placerville"/></td> </tr> <tr> <td>County:</td> <td><input type="text" value="El Dorado"/></td> </tr> <tr> <td>* State:</td> <td><input type="text" value="CA: California"/></td> </tr> <tr> <td>Province:</td> <td><input type="text"/></td> </tr> <tr> <td>* Country:</td> <td><input type="text" value="USA: UNITED STATES"/></td> </tr> <tr> <td>* Zip / Postal Code:</td> <td><input type="text" value="95667"/></td> </tr> </table>			* Street1:	<input type="text" value="415 Placerville Drive Suite R"/>	Street2:	<input type="text"/>	* City:	<input type="text" value="Placerville"/>	County:	<input type="text" value="El Dorado"/>	* State:	<input type="text" value="CA: California"/>	Province:	<input type="text"/>	* Country:	<input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code:	<input type="text" value="95667"/>
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* Zip / Postal Code:	<input type="text" value="95667"/>																	
e. Organizational Unit:																		
Department Name: <input type="text" value="Health Services Department"/>		Division Name: <input type="text" value="Public Health Division"/>																
f. Name and contact information of person to be contacted on matters involving this application:																		
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Prefix: <input type="text"/></td> <td style="width:30%;">* First Name: <input type="text" value="Shirley"/></td> </tr> <tr> <td>Middle Name: <input type="text"/></td> <td></td> </tr> <tr> <td>* Last Name: <input type="text" value="White"/></td> <td></td> </tr> <tr> <td>Suffix: <input type="text"/></td> <td></td> </tr> </table>			Prefix: <input type="text"/>	* First Name: <input type="text" value="Shirley"/>	Middle Name: <input type="text"/>		* Last Name: <input type="text" value="White"/>		Suffix: <input type="text"/>									
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Middle Name: <input type="text"/>																		
* Last Name: <input type="text" value="White"/>																		
Suffix: <input type="text"/>																		
Title: <input type="text" value="Alcohol and Drug Programs Manager"/>																		
Organizational Affiliation: <input type="text" value="El Dorado County Health Services Department"/>																		
* Telephone Number: <input type="text" value="530-621-7571"/>		Fax Number: <input type="text" value="530-295-2596"/>																
* Email: <input type="text" value="swhite@co.el-dorado.ca.us"/>																		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.585

CFDA Title:

Drug Court Discretionary Grant Program

*** 12. Funding Opportunity Number:**

BJA-2009-1979

* Title:

BJA Drug Court Solicitation

13. Competition Identification Number:

BJA-2009-1981

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

El Dorado County DUI Treatment Court

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value="66,667.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="266,667.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (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), which prohibits discrimination on the basis of handicaps; (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 Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

EXHIBIT A

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Name not found</p>	<p>* TITLE</p> <p>Alcohol and Drug Program Administrator</p>
<p>* APPLICANT ORGANIZATION</p> <p>Health Services Department, Alcohol and Drug Programs</p>	<p>* DATE SUBMITTED</p> <p>01/29/2009</p>

Standard Form 424B (Rev. 7-97) Back

Budget Narrative File(s)

* Mandatory Budget Narrative Filename:

To add more Budget Narrative attachments, please use the attachment buttons below.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

<p>1. * Type of Federal Action:</p> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. * Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. * Report Type:</p> <input checked="" type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change
<p>4. Name and Address of Reporting Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="This form is not applicable"/> * Street 1: <input type="text" value="not applicable"/> Street 2: <input type="text" value="not applicable"/> * City: <input type="text" value="not applicable"/> State: <input type="text" value="CA: California"/> Zip: <input type="text" value="95667"/> Congressional District, if known: <input type="text" value="D4"/>		
<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p>		
<p>6. * Federal Department/Agency:</p> <input type="text" value="Bureau of Justice Assistance"/>	<p>7. * Federal Program Name/Description:</p> <input type="text" value="Drug Court Discretionary Grant Program"/> CFDA Number, if applicable: <input type="text" value="16.585"/>	
<p>8. Federal Action Number, if known:</p> <input type="text"/>	<p>9. Award Amount, if known:</p> \$ <input type="text"/>	
<p>10. a. Name and Address of Lobbying Registrant:</p> Prefix: <input type="text"/> * First Name: <input type="text" value="not applicable"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="not applicable"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<p>b. Individual Performing Services (including address if different from No. 10a)</p> Prefix: <input type="text"/> * First Name: <input type="text" value="not applicable"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="not applicable"/> Suffix: <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>* Signature: <input type="text" value="Name not found"/></p> <p>* Name: Prefix: <input type="text"/> * First Name: <input type="text" value="Shirley"/> Middle Name: <input type="text"/> * Last Name: <input type="text" value="White"/> Suffix: <input type="text"/></p> <p>Title: <input type="text" value="Alcohol and Drug Program Administrator"/> Telephone No.: <input type="text" value="(530) 621-7571"/> Date: <input type="text" value="01/29/2009"/></p>		

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Other Attachment File(s)

* **Mandatory Other Attachment Filename:**

To add more "Other Attachment" attachments, please use the attachment buttons below.

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

To add more Project Narrative File attachments, please use the attachment buttons below.

Category II: Enhancement
El Dorado County DUI Treatment Court
Budget Worksheet & Narrative

El Dorado County DUI Court Expansion
Application Budget Sheet

Program: El Dorado DUI Court (24-month term)

Item Category	Calculation & Specified Allowable Funding Limits	Requested Initial Funding Level	Brief Justification
A. PERSONNEL COSTS			
El Dorado Co. Health Services- Public Health Division Alcohol and Drug Programs Salaries & Benefits for .25 FTE of Health Education Coordinator (HEC) classifications to be DUI Court Expansion Coordinator.	Salary HEC (\$4,775/mo x.25FTE x 24 months = \$28,650) Total Salary \$28,650	\$28,650	This position provides program assessments and acts as the court coordinator and case manager.
B. FRINGE BENEFITS			
El Dorado Co. Health Services- Public Health Division Alcohol and Drug Programs Fringe Benefits for .25 FTE of Health Education Coordinator (HEC) classifications to be DUI Court Expansion Coordinator.	Retirement (\$1,028.33/mo x.25FTE x 24 months = \$6,170) Medicare (\$69.33/mo x.25FTE x 24 months = \$416) Health Ins (\$997/mo x.25FTE x 24 months = \$5,982) Unemp Ins (\$18.67/mo x.25FTE x 24 months = \$100) Disability Ins (\$16.33/mo x.25FTE x 24 months = \$98) Retiree Hlth (\$303.33/mo x.25FTE x 24 months = \$1,820) Worker's Comp (\$94/mo x.25FTE x 24 months = \$564) Total Benefits \$15,150	\$15,150	This position provides program assessments and acts as the court coordinator and case manager. The costs are the associated benefits based upon a 0.25FTE.

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El Dorado County DUI Treatment Court
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Item Category	Calculation & Specified Allowable Funding Limits	Requested Initial Funding Level	Brief Justification
<p>(A. CONTRACTUAL SERVICES)</p> <p>El Dorado Co – ADPD Treatment Provider's Professional Services Contract/Sub-Contractor Sub-Contractor's Staff</p> <p>This contract has followed the El Dorado County's formal written Procurement Policy and Procedures.</p>	<p>With the enhanced services, A typical client may utilize \$2,760 for additional 30 days of residential treatment and \$525 for an additional 30 days of transitional housing. Clients may also receive up to 8 group sessions per month for an approximate cost of \$255 per month. In addition to group sessions, clients may also receive up to 2 individual sessions per month for an approximate cost of \$150 per month. Not all clients will receive the same amount of treatment. Treatment is dependent upon the client's case plan. The collaborative team will decide how much enhanced services will be needed for the client to be successful.</p> <p>The average total for a 24-month substance abuse treatment program for DUI client would be \$3,000.00. With 20-25 program participants projected per year, the total cost for enhanced treatment services is estimated at \$110,000.00.</p>	<p>\$110,000</p>	<p>The grant will service approximately 40-50 program participants over the course of the 24-month grant term. With 20-25 program participants projected per year, the total cost for enhanced treatment services is estimated at \$110,000.00.</p> <p>The contract will attach an Exhibit listing the Standardization Rate schedule and the types of services that are allowable under the contract.</p>
<p>(A. CONTRACTUAL SERVICES)</p> <p>El Dorado County – Probation Officer .25 FTE Probation Officer</p> <p>Funding for UA drug testing</p> <p>Funding for SCRAM</p>	<p>Contractual Services by Memorandum of Understanding (MOU) with El Dorado County Probation Department to dedicate a Probation officer for supervision and court monitoring of DUI Court program clients.</p> <p>To provide random and frequent alcohol/drug testing is provided by the following methods of Breathalyzer, Oral Fluid, UA, and ETG Tests</p> <p>Total cost of both the dedicated probation officer and testing is \$30,000 for the 24-month period.</p>	<p>\$40,000</p>	<p>This position provides a dedicated probation officer for supervision and court monitoring of DUI Court program clients.</p> <p>For frequent and random Alcohol testing on clients including UA, ETG, Breathalyzer, saliva test strips</p>

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Item Category	Calculation & Specified Allowable Funding Limits	Requested Initial Funding Level	Brief Justification
<p>This contract has followed the El Dorado County's formal written Procurement Policy and Procedures.</p>	<p>\$10,000 is being dedicated for the SCRAM monitoring program of DUI Court program clients. The cost includes the equipment and monitoring services. The total cost for SCRAM over the 24-month period is \$10,000.</p>		<p>Utilizing the SCRAM monitoring program as part of the enhanced services.</p>
<p>El Dorado County – District Attorney's Office – In Kind Match Approx. 25 FTE Deputy District Attorney</p> <p>This contract has followed the El Dorado County's formal written Procurement Policy and Procedures.</p>	<p>Contractual Services by Memorandum of Understanding (MOU) with El Dorado County District Attorney's Office to dedicate a Deputy District Attorney for collaborative meetings, pre-court conferences, and DUI Court sessions for the DUI Court Program.</p>	<p>\$34,367 In kind services - match</p>	<p>This position provides a dedicated Deputy District Attorney for the DUI Court program and the caseloads of the clients.</p>

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<p>El Dorado County – Public Defender’s Office– In Kind Match Approx .25 FTE Deputy Public Defender</p> <p>This contract has followed the El Dorado County’s formal written Procurement Policy and Procedures.</p>	<p>Contractual Services by Memorandum of Understanding (MOU) with El Dorado County Public Defender’s Office to dedicate a Deputy Public Defender for collaborative meetings, pre-court conferences, and DUI Court sessions for the DUI Court Program.</p>	<p>\$32,300 In kind services - match</p>	<p>This position provides a dedicated Deputy Public Defender for the DUI Court program and the caseloads of the clients.</p>
<p>INDIRECT COSTS EDC – HSD, Public Health Division Alcohol & Drug Programs Indirect costs associated with the .25FTE HEC.</p>	<p>Insurance Premium (\$93.33/mo x .25FTE x 24 months = \$578) Cost Applieds (\$207/mo x .25FTE x 24 months = \$1,242) PH - Admin Indirect (S&B total above \$43,800 x 10% = \$4,380)</p>	<p>\$6,200</p>	<p>Indirect costs charged appropriately based upon a .25 FTE of the HEC position working directly in the DUI Court expansion Program.</p>
<p>County Match Requirement of 25% (\$266,667 x .25 = \$66,667)</p>		<p>TOTAL PROGRAM COSTS \$766,667.00</p>	<p>Less the County Match required of in-kind services.</p>
<p>El Dorado County Request of the Federal Award</p>		<p>TOTAL Federal Award \$2,000,000.00</p>	

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El Dorado County DUI Court Expansion
Application Budget Sheet

Program: El Dorado DUI Court (24-month term) SUMMARY OF CATEGORIES

Item Category	Requested Initial Funding Level
A. PERSONNEL COSTS	\$73,000
B. PRINCIPAL BENEFITS	\$15,100
C. CONTRACTUAL SERVICES	\$216,667
TOTAL DIRECT COSTS	\$304,767
D. INDIRECT COSTS	\$16,200
TOTAL PROJECT COSTS	\$320,967
Federal Request	\$200,000
Non-Federal Amount	\$120,967

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El Dorado County DUI Treatment Court
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A. Personnel Costs for staffing (\$28,650 for 24 month period)

Health Education Coordinator

A Health Education Coordinator (.25 FTE) will provide the initial intake process and assessment (GUIDING PRINCIPLE #2: PERFORM A CLINICAL ASSESSMENT) from referrals received from community partners. Community partners will refer clients who meet the criteria. (GUIDING PRINCIPLE #1: TARGET THE POPULATION) This person will then make a recommendation for placement into a level of treatment.

The DUI Treatment Court coordinator will facilitate case management and supervision of DUI Court participants. Coordinator will keep records of all client information and represent clients at the monthly court sessions. (GUIDING PRINCIPLE #7: DEVELOP CASE MANAGEMENT STRATEGIES) This staff member will direct all collaborative meetings; act as the program contact for the court administrative purposes. El Dorado County DUI Court Team will include a representative at all court dates and collaborative meetings from the following agencies: the District Attorney's office, the Public Defender's office, Probation Department, Treatment, the Superior Court, and other ancillary agencies on a case-by-case need (e.g., Mental Health, CPS, Public Health).

DUI Treatment Court Coordinator will facilitate the implementation of a comprehensive program evaluation to track program outcomes including participant recidivism, successful treatment completion, vocational attainment, number of jail days avoided. (GUIDING PRINCIPLE #9: EVALUATE THE PROGRAM)

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B. Fringe Benefit Costs for staffing (\$15,150 for 24-month period)

Health Education Coordinator

The Benefits costs associated are for a Health Education Coordinator (.25 FTE) will provide the initial intake process and assessment (GUIDING PRINCIPLE #2: PERFORM A CLINICAL ASSESSMENT) from referrals received from community partners. Community partners will refer clients who meet the criteria. (GUIDING PRINCIPLE #1: TARGET THE POPULATION) This person will then make a recommendation for placement into a level of treatment.

The DUI Treatment Court coordinator will facilitate case management and supervision of DUI Court participants. Coordinator will keep records of all client information and represent clients at the monthly court sessions. (GUIDING PRINCIPLE #7: DEVELOP CASE MANAGEMENT STRATEGIES) This staff member will direct all collaborative meetings; act as the program contact for the court administrative purposes. El Dorado County DUI Court Team will include a representative at all court dates and collaborative meetings from the following agencies: the District Attorney's office, the Public Defender's office, Probation Department, Treatment, the Superior Court, and other ancillary agencies on a case-by-case need (e.g., Mental Health, CPS, Public Health).

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DUI Treatment Court Coordinator will facilitate the implementation of a comprehensive program evaluation to track program outcomes including participant recidivism, successful treatment completion, vocational attainment, number of jail days avoided. (GUIDING PRINCIPLE #9: EVALUATE THE PROGRAM)

G. Contractual Services (\$110,000 for 24-month period)

El Dorado County Treatment Providers – El Dorado County's Formal Written Procurement Policies and Procedures

Grantee will contract with Progress House Inc. to provide a comprehensive continuum of substance abuse treatment and complete the following tasks and activities:

1. Recover and support sessions: Recovery and support sessions refer to an individual counseling session for DUI participants designed to address threats or perceived threats to a participants' recovery. These services shall be provided on an as needed basis and must be approved by the DUI Court Coordinator before they can be offered.
2. Residential treatment including Peri-natal, women, and men's facilities. Transitional living facilities for men and women. Intensive outpatient groups, outpatient groups, and Dual Diagnosis groups
3. Treatment plans, progress reports, noncompliance reports, treatment discharges, and other requested reports. (GUIDING

PRINCIPAL #3: DEVELOP TREATMENT PLAN)

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4. Court related activities: Progress House shall attend pre-court and collaborative case management sessions, which take place twice monthly.

5. Ancillary Services: These are supplementary services available from existing community resources that promote successful rehabilitation of Program participants. Progress House shall determine the need for ancillary services, document the need in the treatment plan, request, and receive approval of Coordinator before providing or arranging for participants to receive ancillary services. Ancillary services consist of literacy training, vocational training, family counseling, detoxification and other miscellaneous items that support participants' successful completion of treatment. (GUIDING PRINCIPLE #5: FORGE AGENCY, ORGANIZATION AND COMMUNITY PARTNERSHIPS) and (GUIDING PRINCIPLE #8: ADDRESS TRANSPORTATION ISSUES)

6. Grantee will include in the contract an attachment listing the Standardization Rate schedule and the types of services that are allowable under the contract.

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El Dorado County DUI Treatment Court
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G. Contractual Services (\$40,000 for 24-month period)

El Dorado County Probation Dept - El Dorado County's Formal Written Procurement Policies and Procedures

Contractual Services by Memorandum of Understanding (MOU) with El Dorado County Probation Department to dedicate a probation officer that will serve the DUI Treatment Court participant caseload. This officer will provide collaborative case management, supervision and enforcement activities, monitoring of SCRAM devices, track and report the number of home visits home monitoring related activities, conduct frequent and random or targeted alcohol and /or other drug testing, and supply information requested by the Health Services Department for statistical purposes related to the Enhancement Grant. (GUIDING

PRINCIPLE #4: SUPERVISE THE OFFENDER)

Contractual Services Match Requirement – (\$34,367 for 24-month period)

EDC District Attorney's Office - El Dorado County's Formal Written Procurement Policies and Procedures

Contractual Services by Memorandum of Understanding (MOU) with El Dorado County District Attorney's Office to dedicate a Deputy District Attorney that will attend and participate in the drug court model of collaboration. The match requirement for this

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grant will be an in-kind match of services for the collaborative partners. In-kind services will include salaries and benefits from El Dorado County District Attorney's office for attending court-sessions, pre-court collaborative meetings, county referral team meetings (CRT meetings) (GUIDING PRINCIPLE #5: FORGE AGENCY, ORGANIZATION AND COMMUNITY PARTNERS) The El Dorado County District Attorney's office will be actively involved in case management strategies. (GUIDING PRINCIPLE #7: DEVELOP CASE MANAGEMENT STRATEGIES).

Contractual Services Match Requirement – (\$32,300 for 24-month period)

EDC Public Defender's Office - El Dorado County's Formal Written Procurement Policies and Procedures

Contractual Services by Memorandum of Understanding (MOU) with El Dorado County Public Defender's Office to dedicate a Deputy Public Defender that will attend and participate in the drug court model of collaboration. The match requirement for this grant will be an in-kind match of services for the collaborative partners. In-kind services will include salaries and benefits from El Dorado County Public Defender's office for attending court-sessions, pre-court collaborative meetings, county referral team meetings (CRT meetings) (GUIDING PRINCIPLE #5: FORGE AGENCY, ORGANIZATION AND COMMUNITY PARTNERS) The El Dorado County Public Defender's office will be actively involved in case management strategies. (GUIDING PRINCIPLE #7: DEVELOP CASE MANAGEMENT STRATEGIES).

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Cultural Competency

The Superior Court of El Dorado County has a cultural competency policy in place that ensures representation of diversity for all clients. Census data shows that nearly 10 percent of the population in El Dorado County identifies as Hispanic/Latino, creating a large need for culturally services for this segment of the population. Court interpreters and bilingual health services staff are available to aid the DUI Court to ensure cultural competency is maintained. Other race/ethnicities besides white/Anglo are infrequent to the court system. If special circumstances regarding race/ethnicity arise, appropriate services are provided to the best of the County's ability. Often times, neighboring counties are used to provide alcohol and drug services to races/ethnicities that are not well represented in El Dorado County, e.g., Hmong, Russian, and Chinese. Cultural competency training will also be provided by the Public Health Department on an as needed basis.