

**MADERA COUNTY**

**DRUG COURT PROGRAM  
MULTI-AGENCY PLAN**

**For**

**Comprehensive Drug Court Implementation,  
Drug Court Partnership, and  
Dependency Drug Court  
Programs**

**Grant Award Year 2009-10**

*Plan Jointly Submitted by:*

County Alcohol and Drug Program Administrator Presiding Judge

  
(Signature: Please use blue Ink.)

  
(Signature: Please use blue Ink.)

JANICE MELTON, LCSW  
(Print Name)

JAMES E. OAKLEY  
(Print Name)

June 24, 2009  
(Date)

June 25, 2009  
(Date)



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This is the county's Proposed Budget for Fiscal Year 2009/10.



## Section A

All Counties  
must complete Section A.



**For Fiscal Year (FY) 2009-10 the Drug Court Program Multi-Agency Plan (MAP) is combined for Comprehensive Drug Court Implementation (CDCI), Drug Court Partnership (DCP), and Dependency Drug Court (DDC) Programs. Counties complete budget sections only for programs for which they currently receive funding.**

The FY 2009-10 Drug Court Program MAP consists of four parts: Sections A, B, C, and D. All counties receive CDCI funds and, therefore, must complete Sections A and B. Counties receiving DCP funds must also complete Section C. Counties awarded a DDC Grant must also complete Section D.

Counties receiving CDCI, DCP and/or DDC funds must submit this signed original Drug Court Program MAP to the Department of Alcohol and Drug Programs (ADP) for Grant Award Year 2009-10. Funds appropriated in the FY 2009-10 State Budget are for expenditure during the period of **July 1, 2009, through June 30, 2010, for DCP and DDC programs; and January 1, 2010, through December 31, 2010, for the CDCI program.** A County is required to submit both a hard copy and an electronic copy of this MAP to their Drug Court Program county analyst. Either copy is acceptable to meet the July 1, 2009, deadline.

**The Drug Court Program MAP must be submitted no later than July 1, 2009, to:**

DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS  
OFFICE OF CRIMINAL JUSTICE COLLABORATION  
ATTN: DRUG COURT COUNTY ANALYST  
1700 K STREET, FIFTH FLOOR  
Sacramento, CA 95811-4037

To access the FY 2009-10 Drug Court Program MAP template electronically, visit:  
<http://www.adp.ca.gov/DrugCourts/CDCI.shtml>

Identify the person who may be contacted if there are questions regarding this MAP:

**Name:** Peggy J. Wiley

**E-mail address:** [pwiley@madera-county.com](mailto:pwiley@madera-county.com)

**Phone number:** (559) 675-4515



## DRUG COURT PROGRAM COUNTY CONTACTS

<b>County Alcohol and Drug Program Administrator</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	<b>Janice Melton, LCSW</b> <b>Behavioral Health Services</b> <b>P.O. Box 1288</b> <b>Madera, CA 93639</b> <b>(559) 675-7926</b> <b>(559) 675-4999</b> <b><a href="mailto:jmelton@madera-county.com">jmelton@madera-county.com</a></b>
<b>Drug Court Presiding Judge</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	<b>James E. Oakley</b> <b>Madera County Superior Court</b> <b>209 W. Yosemite</b> <b>Madera, CA 93637</b> <b>(559) 675-7944 X225</b> <b>(559) 675-6565</b> <b><a href="mailto:james.oakley@madera.courts.ca.gov">james.oakley@madera.courts.ca.gov</a></b>
<b>CDCI Drug Court Program Coordinator</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	<b>Peggy J. Wiley</b> <b>Behavioral Health Services</b> <b>P.O. Box 1288</b> <b>Madera, CA 93639</b> <b>(559) 675-4515</b> <b>(559) 675-2157</b> <b><a href="mailto:pwiley@madera-county.com">pwiley@madera-county.com</a></b>
<b>DCP/DDC Drug Court Program Coordinator (If different then CDCI)</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	
<b>Drug Court Program Fiscal Agent *</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	<b>Roger Cardoza</b> <b>Behavioral Health Services</b> <b>P.O. Box 1288</b> <b>Madera, CA 93639</b> <b>(559) 675-7926</b> <b>(559) 675-4999</b> <b><a href="mailto:roger.cardoza@madera-county.com">roger.cardoza@madera-county.com</a></b>
<b>Drug Court Program Data Collection and Evaluation Submitter</b>	Name Agency Address City, Zip Code Telephone # Fax # E-mail Address	<b>Flora Munoz</b> <b>Probation Department</b> <b>14241 Road 28</b> <b>Madera, CA 93638</b> <b>(559) 675-6739</b> <b>(559) 675-7978</b> <b><a href="mailto:fmunoz@madera-county.com">fmunoz@madera-county.com</a></b>

**\*County contact for questions regarding invoices.**



## PART I

### DRUG COURT PROGRAM OVERVIEW

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#### Synopsis of MAP

Madera County has established a separate adult felony Drug Court Program, accepting only participants who are convicted of felonies and placed on formal probation. The defendant's participation in the Drug Court Program is in compliance with the Comprehensive Drug Court Implementation (CDCI) Act of 2003 (California Health and Safety Code Sections 11970.1 – 11970.3 and 11970.35), and the Drug Court Partnership (DCP) Act of 2002 (California Health and Safety Code Section 11970.45). 970.2). This request includes a revised MAP which includes the number of participants the court will serve annually, how the Drug Court will incorporate the Drug Court Key Components (<http://www.nadcp.org/whatis/>), and support Drug Court staff and treatment services.

#### County Assurances

Unless otherwise modified by this MAP, Madera County acknowledges that, in addition to the conditions specified in Health and Safety Code Section 11970.35, 11970.45 and/or 11970.2, all conditions of the initial CDCI/DCP application submitted by the County, continue to apply. Madera County, in receiving CDCI and DCP funds, agrees to the Terms and Conditions attached to the Notice of Grant Award.

Madera County agrees to submit all data required by ADP and the Judicial Council on a quarterly basis. Madera County acknowledges that failure to comply with data reporting requirements of ADP and the Judicial Council will result in ADP withholding reimbursement of expenditures until such time as the County is in compliance. Madera County further acknowledges that if ADP withholds funds for more than six months, ADP may terminate Madera County's entire withheld amount, plus unspent funds, and may redistribute those funds to other participating counties.



**PART II**  
**SERVICES PROVIDED**

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Use this page to reflect all services the county will provide to drug court participants, regardless of the funding source.

**A. Treatment and Related Services**

Check all treatment and related services that will be available to drug court participants:

- Residential Treatment
- Residential Detoxification
- Non-Residential Day Care
- Non-Residential Outpatient Drug Free
- Narcotic Replacement Therapy
- Individual Sessions
- Group Sessions
- Anger management/violence prevention
- Assessment
- Childcare
- Client Public Transportation
- Day-care habilitative substance abuse treatment
- Detoxification
- Drug Court Coordination
- Drug Testing
- Job Placement
- Vocational Counseling
- Other (List)  
    Probation Supervision

**B. Non-Treatment Related Services**

Check all non-treatment related services and activities that will support treatment and related services:

- Consultants
- Court Operations
- Data Collection
- Equipment (e.g., computer, printer, etc.)
- Facilities
- Supplies
- Staff Training
- Staff Travel
- Other (list)

Indirect Costs & Support Services



### PART III

## INCENTIVES AND SANCTIONS

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These have been compiled by National Drug Court Institute (NDCI) from operational drug courts throughout the nation. Check the boxes to indicate the incentives and sanctions that are used in your programs.

### A. Incentives

- Sobriety Tokens, Chips, Candy, Flowers
- Vouchers, Coupons, Gift Certificates e.g. Video Rental, Haircuts, Groceries, Clothing Store, Fast Food
- Verbal Praise, Compliments, Lunch from/with the Judge
- Fewer Court Appearances, Fewer Probation Contact, Early Termination from Probation
- Phase Acceleration, Phase Graduation, Graduation, Early Graduation
- Dental, Medical, and Vision Assistance Vouchers
- Transportation Vouchers to Treatment, Probation, Court
- Fee Reduction, Waive Fees, Removing Money Owed, Decrease Restitution
- Free Daycare, Babysitting Services, Diapers, Baby Clothes, Food, Gifts to Children
- Visitation with Child
- Tattoo Removal
- Graduation Certificates, Plaques, Invite Community Leaders to Graduation
- Resume Writing Assistance, Job Placement
- Grant or Increase Travel Privileges
- Scholarships/Donated Courses
- Free Legal Advice
- Sober Social Activities, Bowling, Softball, Dance, Picnic
- Other (list)  
CA Identification Card

### B. Sanctions

- Day in Jail or Penalty Box
- Community Service
- Weekend Jail (Work Detail)
- Short-Term Jail Sentence
- Verbal or Written Apologies to the Judge and/or Group
- Increase Time in Phase or Return to Lower Phase
- Increased Monitoring, Surveillance, G.P.S., Court Appearances, Geographical Restrictions
- Enforced Relocation of Home
- Weekly Visits with Probation/Add Time to Probation
- Limitation/Suspension of Privileges
- Extra Drug Screens
- Custody for the Session
- Restriction to Program/No Time Out
- Increased Fees
- Civil Contempt
- Termination
- Write Essay to Court/Group
- Other (list)



**PART IV**

**LOCAL COLLABORATION**

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**Drug Court Team Members**

Check the boxes to identify the drug court team members regularly responsible for planning and reviewing participant progress:

- Judge/Commissioner
- District Attorney
- Public Defender/Defense Attorney
- Probation
- Treatment Provider
- Drug Court Coordinator
- Child Protective Services Representative
- Psychologist
- Other (list below)

**Drug Court Sessions (Date and Time)**

Please note an "A" next to the day Adult Felon Drug Court meets, "J" for Juvenile, and "D" for Dependency.

- Monday A (Time: 8-12 )
- Tuesday (Time: \_\_\_\_\_)
- Wednesday (Time: \_\_\_\_\_)
- Thursday (Time: \_\_\_\_\_)
- Friday (Time: \_\_\_\_\_)

**Participant Interaction with the Court**

Check the frequency with which the participant comes before the court. Mark all that apply to phases in your program.

Phase One

- Two or more times per week
- Once per week
- Once every two weeks
- Once per month
- Less than once per month

Phase Two

- Two or more times per week
- Once per week
- Once every two weeks
- Once per month
- Less than once per month

Phase Three

- Two or more times per week
- Once per week
- Once every two weeks
- Once per month
- Less than once per month



**PART V**  
**DATA COLLECTION**

On a quarterly basis, the County shall compile and submit data on the Quarterly Data Collection Form electronically (see email address below).

The following data shall be included in the quarterly report.

- Unique participant identification number.
- Substance Abuse Crime and Prevention Act (SACPA) referral.
- Sentence imposed on terminated defendants.
- Type of Program (CDCI, DCP, DDC).
- Type of court (i.e., pre-plea or post-plea).
- Entry date into the Drug Court Program.
- Each new leading felony charge by code section.
- Each new criminal case or violation of probation, by code section, and whether the new case or violation was a felony or misdemeanor.
- The number of prison days suspended or indicated conditioned upon participation in the Drug Court Program.
- Exit date from the Drug Court Program.
- Method of exit (i.e., completion or termination) from the Drug Court Program.
- Number of prison days avoided by completers.

**Identify the person who is responsible for the submission of data:**

Name:                     Flora Munoz                    

Position/Title:           Deputy Probation Officer          

Phone number:           (559) 675-6739          

E-mail address:           fmunoz@madera-county.com          

The completed Quarterly Data Collection forms must be emailed to [DrugCourtData@adp.ca.gov](mailto:DrugCourtData@adp.ca.gov). If you have any questions regarding completing the data collections forms, please call Jonathan Graham, at 916. 327. 4070, ADP Office of Applied Research and Analysis, at [jgraham@adp.ca.gov](mailto:jgraham@adp.ca.gov).

This form is due to ADP 30 days after the end of each quarter. Due dates for each quarter are as follows:

April 30 (Jan-Mar)	October 31 (July-Sept)
July 31 (Apr-Jun)	January 31 (Oct-Dec)

If you have any data questions, please contact your ADP Drug Court Program county analyst.



**PART VI**

**PROGRAM GOALS AND OBJECTIVES**

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The county must use the Key Components\* of Drug Courts as guidelines for operating their Drug Court program. Check the following boxes to indicate the goals and objectives of the Drug Court program the County has implemented. The key components can be accessed at the National Association of Drug Court Professionals website <http://www.nadcp.org/whatis/>.

**Required components:**

- Alcohol and other drug treatment services are integrated with justice system case processing.
- Public safety is promoted while protecting participants' due process rights.
- Eligible participants are identified early and promptly placed in the Drug Court Program.
- Participants are provided access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.
- Abstinence is monitored by frequent alcohol and other drug testing.
- A coordinated strategy governs Drug Court responses to participants' compliance.
- There is ongoing judicial interaction with each Drug Court participant.
- Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
- Continuing interdisciplinary education promotes effective Drug Court planning, implementation and operations.
- Forging partnerships among Drug Courts, public agencies, and community-based organizations generates local support and enhances Drug Court effectiveness.

**Additional components (optional):**

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\*Source: *Defining Drug Courts: The Key Components*. January 1997. The National Association of Drug Court Professionals, Drug Court Standards Committee. Supported by a grant awarded by the U. S. Department of Justice, Office of Justice Programs, and Drug Court Program Office.



PART VII

GRANT AWARD YEAR 2009-10 ALLOCATIONS, COURT LOCATIONS AND PARTICIPANTS						
(A)	(B)	(C)	(D)	(E)	(F)	(G)
SOURCE	BASE AWARD AMOUNT	ADULT FELONY	JUVENILE	DEPENDENCY	MATCH (20% required)	FUNDING GRAND TOTAL
CDCI AWARD	\$45,742	\$45,742			\$9,148	\$54,890
DCP AWARD	\$127,270	\$127,270			\$25,254	\$152,524
DDC AWARD						

- Column A: Identifies the type of Drug Court award.  
 Column B: List the allocation amount for each type of Drug Court.  
 Column C: List the amount that supports Adult Felony funding type (CDCI/DCP).  
 Column D/E: Only counties that dedicated CDCI funds to Juvenile and Dependency Drug Courts as of May 20, 2003, should reflect funding in columns D and E).  
 Column F: Counties are required to match their total allocation by 10% the first and second years of funding and 20% thereafter.  
 Column G: Funding Grand Total – Base Award Amount plus the match (add column B and F).

TYPE OF DRUG COURT	ADULT		JUVENILE	DEPENDENCY
	CDCI	DCP		
TYPE OF FUNDING				
Total Number of Court Locations by Type*	1	1		
<b>Total Combined</b>	1			
Projected Number of Participants During Project Year 2009-10**	50	100		
<b>Total Combined</b>	150			

**\*Total number of court locations by type**

Court Locations refers to geographic locations somewhat distant from each other. For example, an adult felony pre-plea court in downtown Los Angeles, another in Van Nuys and another in Long Beach would count as three (3) adult felony pre-plea courts. Two such courts in the same building would be counted as one court.

**\*\*Projected number of participants during Project Year 2009-10**

Counties must enter the number of participants they propose to serve for the Project Year.



## **SECTION B**

### **CDCI BUDGET INFORMATION**

**All counties must complete Section B.**



## PART VIII

### CDCI FUNDING INFORMATION AND CONDITIONS

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#### FUNDING CONDITIONS

Funding under the grant must be used to establish and maintain a separate adult felony Drug Court Program that accepts only defendants who are convicted of felonies and placed on formal probation that is conditioned upon the defendant's participation in the Drug Court Program.

However, those counties that had dedicated funding for Juvenile and/or Dependency Drug Courts in the county's MAP as of May 20, 2003, may continue to expend CDCI funds for those purposes at a budget level not exceeding the level identified in the May 20, 2003, plan. At local discretion, counties may reduce or redirect these funds to adult felony drug courts.

The required local support match is 10 percent the first and second award years, and 20 percent for subsequent years. The match is defined as identified local funds or in-kind resources devoted to supporting expenses related to Drug Court operations in accordance with the MAP. To the extent permitted by law and regulation, matching funds may include county general funds, city general funds, federal funds, and private funds. Resources identified as "match" for this program must be spent directly and exclusively on activities supporting the Drug Court Program. "In-kind" means specific dedicated salaries, office space, equipment, and supplies directed in support of the drug court program. State General Fund may not be used for match.

The anticipated award amount is shown on the County's Notice of Grant Award. The awards were allocated on a per capita basis. Funds will be distributed to eligible counties using the two thousand five hundred dollars (\$2,500) per million/remainder per capita methodology, subject to appropriation in the Budget Act.

Counties are required to accurately track and report to ADP all resources, cash or in-kind, presented or identified within the MAP as match. Applicants must develop local tracking mechanisms for full and accurate reporting of matching funds. Changes to the local match are considered budget modifications and must be approved by ADP.

Items purchased with program funds must be entered into the county's accounting system. Expenditure records must be retained for three years from the date of final payment and are subject to audit. Funds shall support drug court program costs only. In those circumstances where resources are shared with other programs, fractional cost determination or allocation and distinct tracking is required.



PART IX

CDCI BUDGET NARRATIVE AND LINE ITEM BUDGET WORKSHEET

Allowable costs are those reasonably related to the drug court program that cannot be provided by other community agencies. Of total CDCI funds, at least 85 percent (85%) must be used to support treatment and related services, and up to 15 percent (15%) may be used for non-treatment services.

Complete the Line Item Budget Worksheet below and the Proposed CDCI Line Item Budget Form (Part XI). The CDCI Line Item Budget Worksheet and Proposed CDCI Line Item Budget Form should reflect the same totals for each line item.

**CDCI LINE ITEM BUDGET WORKSHEET**

***Each line item below must include a narrative within the Treatment and Related and/or Non-Treatment Related Costs. Make sure to complete separate sections for Adult Drug Court (Section I) and for Juvenile Drug Court and Dependency Drug Court (Section II). Please see Part II (Services Provided) to reference which services are considered Treatment and Related or Non-Treatment Related. Allowable costs are not limited to those services listed in Part II.***

***Identify only the portion of the services or activities funded by CDCI. Do not include match or in-kind funds.***

**ADULT DRUG COURT (Section I)**

**Total of Treatment and Non Treatment related Costs: \$ 45,742.00**

**Treatment and Related Costs: Total \$ 38,887.00**

*(Total of all treatment and related line items)*

**Personnel** \$28,600.00

CDCI funds will support 0.63 FTE Certified Alcohol/Drug Counselor. The FTE Counselor provides outpatient alcohol/drug treatment services, including individual/group counseling and case management, to Adult Drug Court participants.

**Fringe Benefits** \$9,234.00

Madera County provides retirement and disability benefits to its employees. The cost of these benefits is FICA (6.20%); Medicare (1.45%); Retirement (17.00%); and Health Insurance (up to \$816.86/month). The costs are pro-rated for the 0.63 FTE Certified Alcohol/Drug Counselor

**Travel** \$0.00

*(Describe type/purpose of travel, e.g., participant bus tokens, vehicle mileage costs for transporting participants to services, etc.)*

**Training** \$0.00

*(Describe participant training including type, costs, etc.)*

**Supplies** \$1,053.00

Funds will be set aside for the purchase of 300 drug test kits at approximately \$2 to \$3 each (\$900 plus tax). Remaining funds will be used for the purchase of those incentives mentioned in part III.



**Contractual Services \$0.00**

*(Describe modalities of treatment services provided. For residential treatment include number of participants to be served and number of beds to be funded by CDCI.)*

**Non-Treatment Related Costs: Total \$6,855.00**

*(Total of all non-treatment related costs)*

**Personnel \$0.00**

*(Describe personnel job title, duties, time base and salary.)*

**Fringe Benefits \$0.00**

*(Describe fringe benefits and percentage allotted for fringe benefits of the personnel describe above.)*

**Travel \$0.00**

*(Describe type/purpose of travel, e.g., participant bus tokens, vehicle mileage costs for transporting participants to services, etc.)*

**Training \$0.00**

*(Describe staff training including type, costs, etc.)*

**Supplies \$0.00**

*(List supplies to be purchased and amounts.)*

**Indirect Costs \$6,855.00**

Indirect costs include proportional share of rent, utilities, and other support department cost allocations. This also includes a small percentage (less than 1%) of department administration costs for multiple staff maintaining the programs, all in accordance with a department wide cost allocation structure.

**JUVENILE AND DEPENDENCY DRUG COURT (Section II)**

*(If your county expends CDCI funds for Juvenile and/or Dependency Drug Courts, copy the same line items above and complete this section).*

**GRAND TOTAL OF SECTION ONE AND SECTION TWO: \$45,742.00**



**PART X**  
**CDCI MATCH NARRATIVE**

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Describe how the County will meet its required match.

A local support match of 20 percent is required. The match is defined as identified local funds or in-kind resources devoted to supporting expenses related to drug court operations in accordance with the MAP. To the extent permitted by law and regulations, matching funds may include county general funds, city general funds, and private funds. Resources identified as "match" for this program must be spent directly and exclusively on activities supporting drug court programs. "In-kind" means specific dedicated salaries, office space, equipment and supplies directed in support of the drug court program.

Counties must check the box to confirm no State General Fund will be used as a county match.

Describe the services the county's "match" supports within the drug court program.

The local match funds will be \$9,148.00 annually, which is 20 percent of the grant amount. None of the match funds are State general fund dollars. The match funds will be an in-kind match of County general funds for court personnel (court bailiff), as well as the program share of rent, utilities, support staff and any otherwise unreimbursed drug court expenses, should actual costs exceed reimbursable costs.



PART XI

COMPREHENSIVE DRUG COURT  
IMPLEMENTATION

LINE ITEM

PROPOSED BUDGET REQUEST

SEE ATTACHMENT A



PART XI

ATTACHMENT A

COMPREHENSIVE DRUG COURT IMPLEMENTATION  
PROPOSED BUDGET REQUEST

Mail Completed Form To:

Complete the following as noted on the Notice of Grant Award:

Department of Alcohol and Drug Programs  
Office of Criminal Justice Collaboration  
Attn: Drug Court County Analyst  
1700 K Street, 5th Floor  
Sacramento, CA 95811-4037  
(916) 445-7456  
Fax (916) 327-9285

County: Madera Grant Award # CDCI - 09-10-20  
Grantee: Madera County BHS / AOD Program / Janice Melton, LCSW Alc/Drug Admin  
Address: P.O. Box 1288  
City/Zip: Madera, CA 93639  
Phone: (559) 675-7926 Email Address: roger.cardoza@madera-county.com

Project Year 2009-10

Section I - Adult Drug Court Budget

BUDGET LINE ITEMS	A	B	C	D
	Proposed Treatment and Related Costs	Non-Treatment Related Costs (Must be less than 15% of total allocation)	10/20 Percent Match Requirement	Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
				Col A + B = D
Personnel	\$ 28,600.00	\$ -	\$ 6,101.00	\$ 28,600.00
Fringe Benefits	\$ 9,234.00	\$ -	\$ 3,047.00	\$ 9,234.00
Travel	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 1,053.00	\$ -	\$ -	\$ 1,053.00
Contractual Services	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ 6,855.00	\$ -	\$ 6,855.00
<b>Subtotal of Section I</b>	<b>\$ 38,887.00</b>	<b>\$ 6,855.00</b>	<b>\$ 9,148.00</b>	<b>\$ 45,742.00</b>

Section II - Juvenile Drug Court and Dependency Drug Court

BUDGET LINE ITEMS	A	B	C	D
	Proposed Treatment and Related Costs	Non-Treatment Related Costs (Must be less than 15% of total allocation)	10/20 Percent Match Requirement	Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
				Col A + B = D
Personnel	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Other Administration Costs	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ -	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -	\$ -
<b>Subtotal of Section II</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>GRAND TOTAL (Total of Section I and Section II)</b>	<b>\$ 38,887.00</b>	<b>\$ 6,855.00</b>	<b>\$ 9,148.00</b>	<b>\$ 45,742.00</b>
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Additional Information:

- Section I is restricted to funds serving adult convicted felons .
- Section II line item budget must be equal to or less than funds dedicated to juvenile and dependency drug courts as of May 20, 2003.
- Grand total must equal the county's combined subtotal amounts for Section I and Section II.

I hereby certify that all costs are consistent with the Terms and Conditions of the grant award.

x Janice Melton  
County Alcohol and Drug Program Administrator  
(Please use blue ink for original signature)

Date: 6-25-09 Janice Melton  
Please print name of Administrator

Department of Alcohol and Drug Programs Office of Criminal Justice Collaboration

Approved:

\_\_\_\_\_  
Drug Court County Analyst  
(Please use blue ink for original signature)

Date:   /  /   \_\_\_\_\_  
Please print name of County Analyst



## Section C

### DRUG COURT PARTNERSHIP BUDGET INFORMATION

All counties receiving DCP funds must complete this Section C.



## PART XII

### DRUG COURT PARTNERSHIP FUNDING INFORMATION AND CONDITIONS

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#### FUNDING CONDITIONS

Funding under the grant must be used to establish and maintain a separate adult felony drug court program that accepts only defendants who are convicted of felonies and placed on formal probation that is conditioned upon the defendant's participation in the drug court program.

A local support match of 20 percent is required. The match is defined as identified local funds or in-kind resources devoted to supporting expenses related to Drug Court operations in accordance with the MAP. To the extent permitted by law and regulation, matching funds may include county general funds, city general funds, and private funds. Resources identified as "match" for this program must be spent directly and exclusively on activities supporting the Drug Court Program. "In-kind" means specific dedicated salaries, office space, equipment, and supplies directed in support of the drug court program. State General Fund may not be used for match.

Counties are required to accurately track and report to ADP all resources, cash or in-kind, presented or identified within the MAP as match. Applicants must develop local tracking mechanisms for full and accurate reporting of matching funds. Changes to the local match are considered budget modifications and must be approved by ADP.

Items purchased with program funds must be entered into the county's accounting system. Expenditure records must be retained for three years from the date of final payment and are subject to audit. Funds shall support drug court program costs only. In those circumstances where resources are shared with other programs, fractional cost determination or allocation and distinct tracking is required.



PART XIII

DRUG COURT PARTNERSHIP BUDGET NARRATIVE AND LINE ITEM BUDGET WORKSHEET

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Complete the Line Item Budget Worksheet below and the Proposed Budget Request Form (Part XV). The worksheet and the Proposed Budget Request Form should reflect the same totals for each line item.

**LINE ITEM BUDGET WORKSHEET**

***Each line item below must include a narrative within the Treatment and Related and/or Non-Treatment Related Costs. Please see Part II (Services Provided) to reference which services are considered Treatment and Related or Non-Treatment Related. Allowable costs are not limited to those services listed in Part II.***

***Identify only the portion of the services or activities funded by DCP. Do not include match or in-kind funds.***

**Treatment and Related Costs: Total \$93,931.00**

*(Total of all treatment and related line items)*

**Personnel** \$59,138.00

DCP funds will support 0.37 FTE Certified Alcohol/Drug Counselor, and 1.00 FTE Probation Officer. The FTE Counselor provides outpatient alcohol/drug treatment services, including individual/group counseling and case management, to Adult Drug Court participants. Up to 1.25 FTE Probation Officer will be working in the program; however pending future budget cuts in other areas this may be reduced to 1.0 FTE in favor of maintaining a full time AOD counselor. Probation Cost in excess of available grant funds may be claimed as additional match. Probation remain an integral part of our treatment staff, as they serve to directly supervise clients as they complete our program, are seen as role models for our clients, and often perform a large majority of the drug testing done in the field.

**Fringe Benefits** \$32,602.00

Madera County provides retirement and disability benefits to its employees. The cost of these benefits is FICA (6.20%); Medicare (1.45%); Retirement (17.00%, 30.00 % for probation); Health Insurance (up to \$816.86/month). The costs are pro-rated for the 0.37 FTE Certified Alcohol/Drug Counselor and up to the 1.25 FTE Probation Officer(s) position, with probation funding as mentioned above.

**Travel** \$200.00

Madera County provides bus tickets (up to 200 @ \$1 each) to participants for travel to/from treatment. Madera County also provides reimbursement for vehicle mileage costs for transporting participants to program-related activities.

**Training** \$0.00

*(Describe participant training including type, costs, etc.)*



**Supplies**                      \$1,991

Funds will be set aside for the purchase of 500 drug test kits at approximately \$2 to \$3 each (\$1,500 plus tax). Remaining funds will be used for the purchase of those incentives mentioned in part III.

**Contractual Services**    \$0.00

*(Describe modalities of treatment services provided. For residential treatment, include number of participants to be served and number of beds to be funded by DCP.)*



**Non-Treatment Related Costs: Total \$32,339.00**

*(Total of all non-treatment related costs)*

**Personnel** \$16,322.00

*This item has been historically been reported under indirect costs, however this is better represented as a non-treatment personnel expense. This includes salary cost for the proportional use of two Office Assistant II's at .11 FTE each (.22 FTE total), and one Administrative Analyst at .11 FTE. These staff provide medical records and other support to the treatment staff.*

**Fringe Benefits** \$6,396.00

Madera County provides retirement and disability benefits to its employees. The cost of these benefits is FICA (6.20%); Medicare (1.45%); Retirement (17.00%); and Health Insurance (up to \$816.86/month). The costs are pro-rated for the 0.22 FTE OA II's, & .11 FTE Admin Analyst.

**Travel** \$0.00

*(Describe type/purpose of staff travel, e.g., training, site visits, etc.)*

**Training** \$0.00

*(Describe staff training including type, costs, etc.)*

**Supplies** \$0.00

*(List supplies to be purchased and amounts.)*

**Contractual Services** \$0.00

*(List types of contractual services that might be provided as Non-Treatment Related.)*

**Indirect Costs** \$9,621.00

Indirect costs include proportional share of rent, utilities, and other support department cost allocations. This also includes a small percentage (less than 1%) of department administration costs for multiple staff maintaining our systems and programs, all in accordance with a department wide cost allocation methodology. This cost is shared with our other Drug Court Grants. The personnel expenses listed above were excluded.



## PART XIV

### DRUG COURT PARTNERSHIP MATCH NARRATIVE

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Describe how the county will meet its required match.

A local support match of 20 percent is required. The match is defined as identified local funds or in-kind resources devoted to supporting expenses related to drug court operations in accordance with the MAP. To the extent permitted by law and regulations, matching funds may include county general funds, city general funds, federal funds, and private funds. Resources identified as "match" for this program must be spent directly and exclusively on activities supporting the drug court program. "In-kind" means specific dedicated salaries, office space, equipment and supplies directed in support of the drug court program.

Counties must check the box to confirm no State General Fund will be used as a county match.

Describe the services the county's "match" supports within the drug court program.

The local match funds will be \$25,254.00 annually, which is 20 percent of the grant amount. None of the match funds are State general fund dollars. The match funds will be an in-kind match of County general funds for court personnel (court bailiff), as well as the program share of rent, utilities, support staff and any otherwise unreimbursed drug court expenses. Remaining salaries and benefits Probation Officer(s) not funded with DCP grant funds may also be included as in-kind match at the discretion of Madera County.



PART XV

DRUG COURT PARTNERSHIP

LINE ITEM

PROPOSED BUDGET REQUEST

SEE ATTACHMENT B.



PART XV

ATTACHMENT B

**DRUG COURT PARTNERSHIP  
PROPOSED BUDGET REQUEST**

Mail Completed Form To:

Complete the following as noted on the Notice of Grant Award:

Department of Alcohol and Drug Programs  
Office of Criminal Justice Collaboration  
Attn: Drug Court County Analyst  
1700 K Street, 5th Floor  
Sacramento, CA 95811-4037  
(916) 445-7456  
Fax (916) 327-9285

County: Madera Grant Award # DCP - 09-10-20  
Grantee: Madera County BHS /AOD Program / Janice Melton, LCSW Alc/Drug Admin  
Address: P.O. Box 1288  
City/Zip: Madera, CA 93639  
Phone: (559) 675-7926 Email Address: roger.cardoza@madera-county.com

Grant Award Year 2009-10

**Adult Drug Court Budget**

BUDGET LINE ITEMS	A	B	C	D
	Proposed Treatment and Related Costs	Non-Treatment Related Costs (Must be less than 15% of total allocation)	10/20 Percent Match Requirement	Total Treatment and Related Costs and Non-Treatment Related Costs (Do not include Match Amount)
	Col A + B = D			
Personnel	\$ 59,138	\$ 16,322	\$ 16,836	\$ 75,460
Fringe Benefits	\$ 32,602	\$ 6,396	\$ 8,418	\$ 38,998
Travel	\$ 200		\$ -	\$ 200
Training	\$ -		\$ -	\$ -
Supplies	\$ 1,991		\$ -	\$ 1,991
Contractual Services	\$ -		\$ -	\$ -
Indirect Costs		\$ 9,621	\$ -	\$ 9,621
<b>Grand Total</b>	<b>\$ 93,931</b>	<b>\$ 32,339</b>	<b>\$ 25,254</b>	<b>\$ 126,270</b>

I hereby certify that all costs are consistent with the Terms and Conditions of the grant award.

X Janice Melton, LCSW  
County Alcohol and Drug Program Administrator  
(Please use blue ink for original signature)

Date: 6 / 24 / 09

Janice Melton, LCSW  
Please print name of Administrator

Department of Alcohol and Drug Programs Office of Criminal Justice Collaboration

Approved:

\_\_\_\_\_  
Drug Court County Analyst  
(Please use blue ink for original signature)

Date: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Please print name of County Analyst



**Comprehensive Drug Court Implementation Act  
2009-2010  
TERMS AND CONDITIONS**

**I. Authority**

Authority to grant this funding is provided by Health and Safety Code (HSC) Sections 11970.1 through 11970.35.

**II. Terms of Funding**

- A. State General Funds (SGF) in the amount shown on the Notice of Grant Award (NGA) is granted beginning January 1, through December 31, of each project year.
- B. The County awarded funding (Grantee) may be awarded additional funds on an annual basis, provided funding is available and the California State Department of Alcohol and Drug Programs (Grantor) determines satisfactory performance in relation to the Multi-Agency Plan (MAP) submitted to and approved by the Grantor, attached and incorporated into this Agreement, and the Statewide Evaluation (see Section VII).
- C. The Grantee will follow the program goals and objectives, tasks and time frames as outlined in its MAP and incorporated by this reference.

**III. Fiscal Terms and Conditions**

- A. As provided in Section V, Subsection E of the Comprehensive Drug Court Implementation Program Request for Applications, which is incorporated by this reference, allowable costs are those costs directly related to the Grantee's MAP presented in a budget within the MAP and unfunded by other resources. The Grantor's Project Coordinator (Project Coordinator) must approve any modification of the budget in writing. Grantees are prohibited from supplanting existing funding for any drug court-related activity or substance abuse treatment.
- B. It is agreed that if the State Budget Act or other legislative action results in insufficient funding for this Grant, this Grant shall be invalid and have no further force and effect. In this event, the Grantor shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant and the Grantee shall not be obliged to perform pursuant to any provisions of this Grant.

Grantees are required to provide a local support match of ten percent (10%) the first two years of grant award, and 20 percent (20%) thereafter. The match is defined as identified local funds or in-kind resources devoted to supporting the countywide application. To the extent permitted by law and regulation, match funds may include federal funds, county general funds, city general funds, and private funding.

#### **IV. Budget**

- A. The budget format consists of budget categories and line items. There are two budget categories: 1) Treatment-related costs; and 2) Non-treatment related (i.e. court related and administrative costs), as specified below.

Treatment-Related Costs include:

- Assessment
- Acupuncture
- Childcare
- Client transportation – This may include public transportation or taxis. However, funds shall not be used to purchase or maintain a client's private vehicle.
- Day-care habilitative substance abuse treatment
- Detoxification
- Drug Testing
- Job Placement
- Non-residential treatment
- Public Prevention Counseling
- Personnel/fringe benefits
- Residential Treatment
- Vocational Counseling
- Other, anything not listed that would pertain to treatment-related costs

Non-Treatment -Related Costs Include:

- Consultants
- Data Collection Costs
- Equipment (i.e. computer, modem, printer, etc.)
- Facilities
- Personnel/fringe benefits
- Supplies
- Training
- Travel
- Other, anything not listed that would pertain to non-treatment related costs

- B. Instructions for budget modifications are as follows:

1. A Grantee may shift up to ten percent (10%) of the total budget amount within each distinct budget category. The Grantee shall notify the Project Coordinator in writing of the changes and submit with the quarterly invoices justifying the line item change(s).
2. A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Project Coordinator.
3. All requests for approval of budget modifications must include the following:
  - (a) A written statement of the modification requested.
  - (b) A detailed description of why the modification is necessary.
  - (c) The adverse effects of not approving the requested modification.
  - (d) A revised budget with columns showing the original budget amounts, modifications, and new budget amounts.
- C. All budget modifications, excluding the modifications described in Section IV, B.1., require review and approval from the County Alcohol and Drug Administrator and the Project Coordinator prior to implementation. The Grantor reserves the right to reject any request to modify the line item budget. Modification implemented prior to approval may result in an adverse audit finding.

## **V. Claim Procedures**

- A. A Grantee will be reimbursed in arrears for actual allowable costs incurred under the Grant program.
- B. A Grantee must seek reimbursement from the Grantor by submitting a completed CDCI Quarterly Reimbursement Claim Form (claim form). The claim form shall include all grant-related costs for the billing period and shall be submitted each quarter of the project year. The claim form is due no later than 30 days after the end of each quarter.
- C. The claim form will be processed after the Program Coordinator has received the quarterly report (as required in Section X, Paragraph A and Paragraph B) for the billing period covered in the invoice.
- D. The Reimbursement Claim Forms shall be submitted to:

Department of Alcohol and Drug Programs  
Office of Criminal Justice Collaboration  
Drug Court Coordinator  
1700 K Street, 5<sup>th</sup> Floor  
Sacramento, CA 95811-4037

- E. The Reimbursement Claim Forms must be reviewed and approved by the Project Coordinator prior to submission to the Grantor's Accounting Section for payment.

## **VI. Program Modifications**

- A. A Grantee may request in writing to alter the goals, objectives, time frames, tasks, etc., of the MAP during the grant award period. The Grantee must have written approval from the Project Coordinator prior to implementing any program modifications. Any modifications made prior to obtaining written approval will result in denial of payment for all charges related to the modifications made.
- B. The Project Coordinator may deny requests for modifications that move the project outside of the scope of the CDCI Program or impede the Statewide Evaluation of the CDCI Program. Denials shall be at the discretion of the Project Coordinator, and not subject to appeal.
- C. In the event of a change in law that affects this Grant, the parties, Grantee and or Grantor agree to amend the effected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Grant are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Grant will remain in effect.

## **VII. Statewide Evaluation Requirements**

- A. A Grantee will participate in the Statewide Evaluation of the CDCI Program.
- B. A Grantee shall provide all requested information for the statewide data collection system. This information will include, but may not be limited to, the outcome measures for data collection as noted below.

The collected data will demonstrate the efficiency and effectiveness of the type of drug court implemented by the Applicant pursuant to the Act. The statewide evaluation format and criteria will be based on the type of drug court funded and the statewide evaluation design. The outcome measures may include, but are not limited to, the following:

- 1) Demographic information,
- 2) Medical information,
- 3) Family and social status information,
- 4) Drug and alcohol use information,
- 5) Legal,<sup>1</sup> and/or
- 6) Other pertinent data to be determined based on the type of drug court funded.

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<sup>1</sup>Such as criminal history and criminal activities.

## **VIII. Record Keeping Requirements**

- A. Accurate fiscal records and supporting documentation shall be maintained by the Grantee to support all claims for reimbursement. Fiscal and program records shall be retained for three years from the date final payment is made.
- B. The Grantee shall allow representatives of the Grantor access to records as needed for monitoring activities and audits.

## **IX. Site Visits and Audits**

- A. By accepting these grant funds, the Grantee agrees to participate in site visits and/or audits as requested by the Grantor. Site visits and audits may be requested for programmatic and/or fiscal review.
- B. This Grant is subject to the examination and audit by the Grantor, or the Grantor's authorized representative(s), or by the State Auditor for a period of three years from the date final payment is made pursuant to the Grant (Gov. Code Section 8546.7). The Grantee shall allow representatives of the Grantor access to records and staff as needed for monitoring and audit activities.

## **X. Reporting Requirements**

- A. A Grantee shall submit narrative reports every three months during the project budget period. These reports are due 30 days after the end of each quarter. The quarterly narrative report is due at the end of each project budget period. Receipt and approval of the quarterly narrative report is a prerequisite to process the Reimbursement Claim Form (see Section V). The quarterly narrative report must include the following:
  - 1. Goals and objectives of the approved Multi-Agency Plan.
  - 2. All goals and objectives met during the quarter.
  - 3. All goals and objectives not met and why during the quarter.
  - 4. Obstacles or problems encountered and planned solutions.
  - 5. Goals for the next quarter, if applicable.
  - 6. Outcome measure information, as required by the Statewide Evaluation (see Section VII).

7. A Reimbursement Claim Form of all grant funds and matching funds for Comprehensive Drug Court Implementation (see section V) funds expended to pay for allowable costs during the quarter.
- B. The Comprehensive Report which will be included in the fourth quarter report must also include the following:
1. Goals and objectives for the period.
  2. All goals and objectives met.
  3. All goals and objectives not met and why.
  4. Outcome measure information, as required by the Statewide Evaluation (see Section VII).
- C. The Grantee shall comply and require all their sub-grantees or contractors to comply with the following:
1. The California Outcomes Measurement System (CalOMS), Participant (Admission and Discharge) Records (ADP Form 7360) and the California Alcohol and Drug Data System (CADDs) Provider Summary Report (ADP Form 7365) incorporated by this reference, or any automated systems subsequently developed by Grantor.
  2. Drug and Alcohol Services Information System Uniform Facility Data Set (UFDS), incorporated by this reference, or any automated systems subsequently developed by the Grantor.
  3. The Drug and Alcohol Treatment Access Report (DATAR), a capacity management system or any automated systems subsequently developed to fulfill the Grantor's capacity management reporting requirements

## **XI. Confidentiality of Information**

- A. The Grantee shall conform to and monitor compliance with all state and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements in Title 42, Code of Federal Regulations (CFR), Part 2; HSC Section 11845.5; and the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule 45 CFR Section 164.524 which establishes an individual's right of access to any individually identified health information.

- B. The Grantee shall ensure that no list of persons receiving services under this Grant is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with legal requirements for confidentiality.

## **XII. Drug Free Work Place**

- A. By signing this Grant, the Grantee certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code Section 8350, et seq.), and will provide a drug-free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov. Code Sections 8355 and 8355(a).
  2. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:
    - (a) The dangers of drug abuse in the work place.
    - (b) The person or organization's policy of maintaining a drug-free work place.
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (d) The penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the Grant:
    - (a) Be given a copy of the Grantee's drug-free policy statement.
    - (b) As a condition of employment on the Grant, agree to abide by the terms of the statement.
- B. Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Grant, or termination of the Grant, or both, and the Grantee may be subject to debarment from future

state Grants if the Grantor determines that the Grantee has made false certification, or the Grantee has violated the certification by failing to carry out the requirements as noted above.

**XIII. Lobbying Activities (State)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities.

**XIV. Program Fraud Civil Remedies Act**

Grantee certifies that the statements herein are true, complete, and accurate to the best of grantee's knowledge. Any false, fictitious, or fraudulent statements or claims may subject the Grantee to criminal, civil, or administrative penalties. The Grantee organization will comply with the terms and conditions of this award.

**XV. No Unlawful Use or Unlawful Use Messages Regarding Alcohol and Other Drugs**

The Grantee agrees that information produced through these funds, which pertains to drug and alcohol-related programs, and/or clinics, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program and/or clinic. Additionally, no aspect of a drug or alcohol-related treatment program, and/or clinic, shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [HSC Section 11999 (b) and (d)- (h) et seq.]. The Grantee agrees to enforce these requirements by signing this agreement.

**XVI. Smoking Prohibition Requirements**

The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC § 6081, et seq.), which, in part, prohibits smoking within any portion of any indoor facility (enclosed structure) owned or leased or granted to, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, grant, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities and are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for in-patient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where the Women, Infants, and Children Program's coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty

of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this document, the authorized representative of the Grantee certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Grantee agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly. Failure to comply with law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## **XVII. Remedies for Noncompliance**

- A. The Grantee shall comply and shall require that all subgrantees or contractors comply with all terms and conditions of this agreement and all pertinent state and federal statutes and regulations.
- B. If a Grantee fails to materially comply with any term or condition of an award, whether stated in a statute or regulation, an assurance, in the MAP, or the Notice of Grant Award, the Grantor may take one or more of the following actions, as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Grantor.
  - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - 3. Completely or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the Grantee's program.
  - 5. Take other remedies that may be available.
- C. Prior to taking remedial action the Grantor and Grantee shall meet to discuss the issues and explore possible mutually agreeable resolutions.
- D. In taking a remedial action, the Grantor will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.
- E. Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless the Grantor

expressly authorizes them in the notice of suspension or termination or subsequently.

### **XIII. Termination**

Either party, Grantor or Grantee may terminate this Grant Award by delivering written Notice of Termination to the other party at least 30 days prior to the effective date of termination. The Notice shall state the effective date of and reason for the termination.

**Drug Court Partnership  
2009-2010  
TERMS AND CONDITIONS**

**I. Authority**

Authority to grant funds is provided by Health and Safety Code (HSC) Sections 11970.1 through 11970.45.

**II. Term of Funding**

- A. State General Funds (SGF) in the amount shown on the Notice of Grant Award (NGA) is granted beginning July 1, through June 30,
- B. The County awarded funding (Grantee) may be awarded additional funds on an annual basis, provided funding is available and the California State Department of Alcohol and Drug Programs (Grantor) determines satisfactory performance in relation to the Multi-Agency Plan (MAP) submitted to and approved by the Grantor, attached and incorporated into this Agreement, and the Statewide Evaluation (see Section VII).
- C. The Grantee will follow the program goals and objectives, tasks and time frames as outlined in its MAP and incorporated by this reference.

**III. Fiscal Terms and Conditions**

- A. As provided in Section V, Subsection E of the Drug Court Partnership Program Request for Applications, which is incorporated by this reference, allowable costs are those costs directly related to the Grantee's Multi-Agency Plan presented in a budget within the MAP and unfunded by other resources. The Grantor's Project Coordinator (Project Coordinator) must approve any modification of the budget in writing. Grantees are prohibited from supplanting existing funding for any drug court-related activity or substance abuse treatment.
- B. It is agreed that if the State Budget Act or other legislative action results in insufficient funding for this Grant, this Grant shall be invalid and have no further force and effect. In this event, the Grantor shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant and the Grantee shall not be obliged to perform pursuant to any provisions of this Grant.

Grantees are required to provide a local support match of ten percent (10%) the first two years of grant award and 20 percent (20%) thereafter. The match is defined as identified local funds or in-kind resources devoted to supporting the countywide application. To the extent permitted by law and regulation, match funds may include federal funds, county general funds, city general funds, and private funding.

#### IV. Budget

- A. The budget format consists of budget categories and line items. There are two budget categories: 1) treatment-related costs; and 2) Non-treatment related (i.e. court related and administrative costs), as specified below.

Treatment-Related Costs include:

- Assessment
- Acupuncture
- Childcare
- Client transportation – This may include public transportation or taxis. However, funds shall not be used to purchase or maintain a client's private vehicle.
- Day-care habilitative substance abuse treatment
- Detoxification
- Drug Testing
- Job Placement
- Non-residential treatment
- Public Prevention Counseling
- Personnel/fringe benefits
- Residential Treatment
- Vocational Counseling
- Other, anything not listed but pertains to Treatment-Related Costs

Non-Treatment -Related Costs Include:

- Consultants
- Data Collection Costs
- Equipment (i.e. computer, modem, printer, etc.)
- Facilities
- Personnel/fringe benefits
- Supplies
- Training
- Travel
- Other, anything not listed but pertains to Non-Treatment-Related Costs

- B. Instructions for budget modifications are as follows:

1. A Grantee may shift up to ten percent (10%) of the total budget amount within each distinct budget category. The Grantee shall notify the Project Coordinator in writing of the changes and submit with the quarterly invoices justifying the line item change(s).

2. A singular or cumulative shift in excess of 10 percent (10%) of the amount within the budget category requires prior written approval from the Project Coordinator.
  3. All requests for approval of budget modifications must include the following:
    - (a) A written statement of the modification requested.
    - (b) A detailed description of why the modification is necessary.
    - (c) The adverse effects of not approving the requested modification.
    - (d) A revised budget with columns showing the original budget amounts, modifications, and new budget amounts.
- C. All budget modifications, excluding the modifications described in Section IV, B.1., require review and approval from the County Alcohol and Drug Administrator and the Project Coordinator prior to implementation. The Grantor reserves the right to reject any request to modify the line item budget. Modification implemented prior to approval may result in an adverse audit finding.

#### **V. Claim Procedures**

- A. A Grantee will be reimbursed in arrears for actual allowable costs incurred under the Grant program.
- B. A Grantee must seek reimbursement from the Grantor by submitting a completed DCP Quarterly Reimbursement Claim Form (claim form). The claim form shall include all grant-related costs for the billing period and shall be submitted each quarter of the project year. The claim form is due no later than 30 days after the end of each quarter.
- C. The claim form will be processed after the Program Coordinator has received the quarterly report (as required in Section X, Paragraph A and Paragraph B) for the billing period covered in the invoice.
- D. The Reimbursement Claim Forms shall be submitted to:

Department of Alcohol and Drug Programs  
Office of Criminal Justice and Collaboration  
Drug Court Coordinator  
1700 K Street, 5<sup>th</sup> Floor  
Sacramento, CA 95811-4037

- E. The Reimbursement Claim Forms must be reviewed and approved by the Project Coordinator prior to submission to the Grantor's Accounting Section for payment.

## **VI. Program Modifications**

- A. A Grantee may request in writing to alter the goals, objectives, time frames, tasks, etc., of the MAP during the grant award period. The Grantee must have written approval from the Project Coordinator prior to implementing any program modifications. Any modifications made prior to obtaining written approval will result in denial of payment for all charges related to the modifications made.
- B. The Project Coordinator may deny requests for modifications that move the project outside of the scope of the DCP Program or impede the Statewide Evaluation of the DCP Program. Denials shall be based solely on the discretion of the Project Coordinator, and not subject to appeal.
- C. In the event of a change in law that affects this Grant, the parties, the Grantor and Grantee agree to amend the effected provisions to conform to the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Grant are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Grant will remain in effect.

## **VII. Statewide Evaluation Requirements**

- A. A Grantee will participate in the Statewide Evaluation of the DCP Program.
- B. A Grantee shall provide all requested information for the statewide data collection system. This information will include, but may not be limited to, the outcome measures for data collection as noted below.

The collected data will demonstrate the efficiency and effectiveness of the type of drug court implemented by the Applicant pursuant to the Act. The statewide evaluation format and criteria will be based on the type of drug court funded and the statewide evaluation design. The outcome measures may include, but are not limited to, the following:

- 1) Demographic information.
- 2) Medical information.
- 3) Family and social status information.
- 4) Drug and alcohol use information,
- 5) Legal,<sup>1</sup> and/or
- 6) Other pertinent data to be determined based on the type of drug court funded.

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<sup>1</sup> Such as criminal history and criminal activities.

## **VIII. Record Keeping Requirements**

- A. Accurate fiscal records and supporting documentation shall be maintained by the Grantee to support all claims for reimbursement. Fiscal and program records shall be retained for three years from the date final payment is made.
- B. The Grantee shall allow representatives of the Grantor access to records as needed for monitoring activities and audits.

## **IX. Site Visits and Audits**

- A. By accepting these grant funds, the Grantee agrees to participate in site visits and/or audits as requested by the Grantor. Site visits and audits may be requested for programmatic and/or fiscal review.
- B. This Grant is subject to the examination and audit by the Grantor, or the Grantor's authorized representative(s), or by the State Auditor for a period of three years from the date final payment is made pursuant to the Grant (Gov. Code Section 8546.7). The Grantee shall allow representatives of the Grantor access to records and staff as needed for monitoring and audit activities.

## **X. Reporting Requirements**

- A. A Grantee shall submit narrative reports every three months during the project budget period, due 30 days after the end of each quarter. The quarterly narrative report is due at the end of each project budget period. Receipt and approval of the quarterly narrative report is a prerequisite to process the Reimbursement Claim Form (see Section V). The quarterly report must include the following:
  - 1. Goals and objectives of the approved MAP.
  - 2. All goals and objectives met during the quarter.
  - 3. All goals and objectives not met and why during the quarter.
  - 4. Obstacles or problems encountered and planned solutions.
  - 5. Goals for the next quarter, if applicable.
  - 6. Outcome measure information, as required by the Statewide Evaluation (see Section VII).
  - 7. A Reimbursement Claim Form of all grant funds and matching funds for Comprehensive Drug Court Implementation funds, expended to pay for allowable costs during the quarter (see Section V).

- B. The Comprehensive Report which will be included in the fourth quarter report must also include the following:
1. Goals and objectives for the period.
  2. All goals and objectives met.
  3. All goals and objectives not met and why.
  4. Outcome measure information, as required by the Statewide Evaluation (see Section VII).
- C. The Grantee shall comply and require all their sub-grantees or contractors to comply with the following:
1. The California Outcomes Measurement System (CalOMS), Participant (Admission and Discharge) Records (ADP Form 7360), or any automated systems subsequently developed by Grantor.
  2. Drug and Alcohol Services Information System Uniform Facility Data Set (UFDS), incorporated by this reference, or any automated systems subsequently developed by the Grantor.
  3. The Drug and Alcohol Treatment Access Report (DATAR), a capacity management system or any automated systems subsequently developed to fulfill the Grantor's capacity management reporting requirements

## **XI. Confidentiality of Information**

- A. The Grantee shall conform to and monitor compliance with all state and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements in Title 42, Code of Federal Regulations (CFR), Part 2; HSC Section 11845.5; and the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule 45 CFR Section 164.524 which establishes an individual's right of access to any individually identified health information.
- B. The Grantee shall ensure that no list of persons receiving services under this Grant is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with legal requirements for confidentiality.

## **XII. Drug Free Work Place**

- A. By signing this Grant, the Grantee certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code Section 8350, et seq.), and will provide a drug-free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov. Code Sections 8355 and 8355(a).
  2. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:
    - (a) The dangers of drug abuse in the work place.
    - (b) The person or organization's policy of maintaining a drug-free work place.
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (d) The penalties that may be imposed upon employees for drug abuse violations.
  3. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the Grant:
    - (a) Be given a copy of the Grantee's drug-free policy statement.
    - (b) As a condition of employment on the Grant, agree to abide by the terms of the statement.
- B. Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Grant, or termination of the Grant, or both, and the Grantee may be subject to debarment from future state Grants if the Grantor determines that the Grantee has made false certification, or the Grantee has violated the certification by failing to carry out the requirements as noted above.

### **XIII. Lobbying Activities (State)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities.

### **XIV. Program Fraud Civil Remedies Act**

Grantee certifies that the statements herein are true, complete, and accurate to the best of grantee's knowledge. Any false, fictitious, or fraudulent statements or claims may subject the Grantee to criminal, civil, or administrative penalties. The Grantee organization will comply with the terms and conditions of this award.

### **XV. No Unlawful Use or Unlawful Use Messages Regarding Alcohol and Other Drugs**

The Grantee agrees that information produced through these funds, which pertains to drug and alcohol-related programs, and/or clinics, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program and/or clinic. Additionally, no aspect of a drug or alcohol-related treatment program, and/or clinic, shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [HSC Section 11999 (b) and (d)-(h) et seq.]. The Grantee agrees to enforce these requirements by signing this agreement.

### **XVI. Smoking Prohibition Requirements**

The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC § 6081, et seq.), which, in part, prohibits smoking within any portion of any indoor facility (enclosed structure) owned or leased or granted to, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, grant, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities and are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for in-patient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where the Women, Infants, and Children Program's coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this document, the authorized representative of the Grantee certifies that the applicant organization will comply with the requirements of the Act and will not

allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Grantee agrees that it will require that the language of this certification be included in any sub awards which contain provisions for children's services and that all sub recipients shall certify accordingly. Failure to comply with law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## **XVII. Remedies for Noncompliance**

- A. The Grantee shall comply and shall require that all subgrantees or contractors comply with all terms and conditions of this agreement and all pertinent state and federal statutes and regulations.
- B. If a Grantee fails to materially comply with any term or condition of an award, whether stated in a statute or regulation, an assurance, in the multi-agency plan, or the Notice of Grant Award, the Grantor may take one or more of the following actions, as appropriate in the circumstances:
  - 1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Grantor.
  - 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - 4. Withhold further awards for the Grantee's program.
  - 5. Take other remedies that may be available.
- C. Prior to taking remedial action the Grantor and Grantee shall meet to discuss the issues and explore possible mutually agreeable resolutions.
- D. In taking a remedial action, the Grantor will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.
- E. Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless the Grantor expressly authorizes them in the notice of suspension or termination or subsequently.

### **XIII. Termination**

Either party, the Grantor or the Grantee may terminate this Grant Award by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination. The notice shall state the effective date of and reason for the termination.