

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Barbara Carr, Juvenile Court Administrator

DATE: October 14, 2013

RE: JABG – County Program Agreement
Proctor House Program - \$ 7,000

STATEMENT OF ISSUE:

This is the County Agreement between DSHS/JRA and Jefferson County for JABG (Juvenile Accountability Block Grant) funding, to-wit: \$7,000 to support the Proctor Home.

ANALYSIS:

None

FISCAL IMPACT:

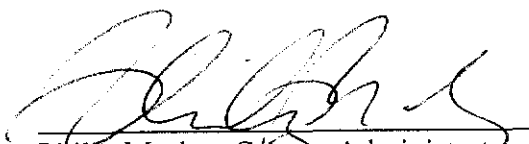
This funding supports the Proctor Home Project and will be included in my budget revenue for 2014.

RECOMMENDATION:

That the Board execute the three original County Program Agreements attached.


DEPARTMENT CONTACT: Barbara Carr, Juvenile Court Administrator

REVIEWED BY: Philip Morley, County Administrator


Philip Morley, County Administrator

10/9/13

Date

		COUNTY PROGRAM AGREEMENT Juvenile Accountability Block Grant FFY12		DSHS Agreement Number 1363-88072
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number
DSHS ADMINISTRATION Juvenile Justice and Rehabilitation Administration	DSHS DIVISION Division of Operations Support Services	DSHS INDEX NUMBER 1223	DSHS CONTRACT CODE 5002CS-63	
DSHS CONTACT NAME AND TITLE Philip Gonzales Program Manager		DSHS CONTACT ADDRESS OB-2 Olympia, WA 98504-		
DSHS CONTACT TELEPHONE (360) 902-8083	DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL GONZAPA@dshs.wa.gov		
COUNTY NAME Jefferson County		COUNTY ADDRESS PO Box 1220 1820 Jefferson Street Port Townsend, WA 98368		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Barbara Carr		
COUNTY CONTACT TELEPHONE (360) 385-9190	COUNTY CONTACT FAX (360) 385-9191	COUNTY CONTACT E-MAIL bcarr@co.jefferson.wa.us		
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Yes		CFDA NUMBERS 16.523		
PROGRAM AGREEMENT START DATE 07/01/2013	PROGRAM AGREEMENT END DATE 06/30/2014	MAXIMUM PROGRAM AGREEMENT AMOUNT \$7,000.00		
EXHIBITS. The following Exhibits are attached and are incorporated into this County Program Agreement: Exhibit A. Statement of Work. Exhibit B. Other Provisions for Services				
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.				
COUNTY SIGNATURE(S)		PRINTED NAME(S) AND TITLE(S)		DATE(S) SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE Del R. Hontanosas Grants and Contract Manager		DATE SIGNED

SPECIAL TERMS & CONDITIONS

1. Definitions.

- a. "JABG" means the Federal Juvenile Accountability Block Grant.
- b. "JJ&RA" means the DSHS Juvenile Justice and Rehabilitation Administration.
- c. "Juvenile Crime Enforcement Plan" or "JCEP" means the plan developed and submitted by the Contractor's required Juvenile Crime Enforcement Coalition, which is based upon an analysis of juvenile justice system needs within the Contractor's jurisdiction, and also determines the most effective use of JABG funds within the Federal and State requirements. The Juvenile Crime Enforcement Plan is incorporated by reference into the Contract.
- d. "OJJDP" means the Federal Office of Juvenile Justice and Delinquency Prevention.

2. Statement of Work.

The Contractor shall perform the services set forth in the attached Exhibit A - Statement of Work and the Contractor's JCEP.

3. Consideration and Billing.

- a. The maximum consideration for this Contract shall not exceed **\$7,000** with a cash match contribution of **\$778**.
- b. DSHS shall use Federal funds make payment of the Contractor's approved expenses as detailed in the Approved Budget Detail, incorporated by reference, up to the amount specified in the JABG Allocation, Source of Funds as stated in the Approved Budget Summary, incorporated by reference.
- c. DSHS shall make payment to the Contractor upon acceptance and approval by DSHS of properly completed Financial Report Form, incorporated by reference. Advance payments are prohibited.
- d. DSHS shall not be obligated to make payment to the Contractor if the required reports are not received by the JABG Administrator as specified in Section 21. Reports.
- e. The Contractor shall only be entitled to reimbursement for those expenses incurred during the term of this Contract, or during any extension agreed upon in writing by the Contractor and DSHS. Any extension shall be by written Contract Amendment and must be allowable under OJJDP regulations and guidelines. Any funds not obligated by the Contractor prior to the Program Agreement End Date, shall lapse and no longer be available to the Contractor. Any funds obligated by the Contractor and not expended 60 days after the Program Agreement End Date, shall lapse and no longer be available to the Contractor.
- f. If for any reason this Contract is terminated prior to its Program Agreement End Date, DSHS shall only pay for performance rendered or costs incurred prior to the effective date of termination.

4. Contractor Contribution.

- a. The Contractor shall contribute a cash match of at least 10% of the total Program Cost, as stated in the Approved Budget Summary (divide the federal award amount by 9 and round to nearest whole dollar)..

- b. If the Contractor incurs construction expenses, the Contractor shall contribute a cash match of at least 50% of the total Program Cost, as stated in the Approved Budget Summary.
- c. The cash match shall be fully obligated by the Program Agreement End Date.
- d. The matching contribution shall be documented on the Financial Reports submitted to JJ&RA by the Contractor.

5. Non-supplanting Certification for Governmental Agencies.

JABG funds shall not be used to supplant state or local funds. The Contractor certifies that its nonfederal expenditures for juvenile justice activities, if any, for the project period, are at least as great as for the preceding year, and budget figures supporting this certification are available on request.

6. Acknowledgment of Assistance.

All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, program evaluations, and other material published or otherwise completed as part of the project, other than materials that are exclusively for internal use by the Contractor, shall carry the following notation on the front cover or title page, together with the date (month and year) the material was prepared:

"This project was supported by Award No. 2012-JB-FX-0039 awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed herein are those of the authors and do not necessarily reflect the views of the Department of Justice."

7. Alteration, Amendment, and Waiver.

An amendment to the Contract shall not be necessary for the movement of dollars between approved budget categories, as detailed in the Approved Budget Detail, **when the cumulative changes do not exceed ten percent (10%) of the total JABG Program Costs**, as stated in the Approved Budget Summary, and provided there is no change in the scope of the project. The Contractor shall submit a written request for such changes.

8. Commencement of Services.

If the Contractor has not begun providing services within 90 days of the Contract State Date, JJ&RA will require a statement from the Contractor explaining the delay. After review of the explanation, JJ&RA may choose to accept the delay, and extend the commencement date of the services, or JJ&RA may choose to immediately terminate this Contract, and redistribute funds.

9. Compliance with Juvenile Justice and Delinquency Prevention Act.

The Contractor shall comply with all provisions of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (42 U.S.C. 5601 et seq.) and any successor or replacement statutes, rules or regulations.

10. Order of Precedence.

In the event of an inconsistency in the terms of this Program Agreement, the County and DSHS Agreement on General Terms and Conditions, or any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal, state, and local laws, regulations, rules and ordinances;

- b. The County and DSHS Agreement on General Terms and Conditions; and
- c. This Program Agreement.

11. Immigration and Naturalization Service Requirements.

The Contractor shall complete and keep on file the Immigration and Naturalization Service Employment Eligibility Form (I-9) to verify that the Contractor's employees are eligible to work in the United States.

12. Inspection of Records.

In addition to Section 14 of the County and DSHS Agreement on General Terms and Conditions, during the term of this Contract and for three years following the closure of Contractor's audit report covering the entire award period, the Contractor shall give reasonable access to the Contractor's place of business and client and Contractor records, to DSHS and to any other employee or agent of the State of Washington or the United States of America, for the purpose of inspecting the Contractor's place of business and its records, and monitoring, auditing, and evaluating Contractor performance and compliance with applicable laws, regulations, rules, and this Contract. Retention is required for purposes of Federal examination and audit.

13. Maintenance of Records.

In addition to Section 16 of the County and DSHS Agreement on General Terms and Conditions, the Contractor's obligation to maintain records includes, but is not limited to, retaining all financial records, supporting documents, statistical records, source documents supporting accounting transactions, books of original entry, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards and contracts, applications, and required recipient financial and narrative reports. Personnel and payroll records include time and attendance reports for individuals reimbursed under the Contract, whether they are employed full-time or part-time. Time and effort reports are also required for consultants. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the six-year period, following termination or expiration, the records shall be maintained until completion of the action and resolution of all issues which arise from it or until the end of the six-year period, whichever is later.

14. Lobbying.

If the Contractor's JABG allocation is over \$100,000, the Contractor certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit federal Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- c. The Contractor shall require that the language of this certification be included in all subcontracts and that all subrecipients shall certify and disclose accordingly.

15. Nondiscrimination.

The Contractor shall comply with state and federal nondiscrimination laws. If the Contractor's JABG allocation is \$500,000 or more, the Contractor shall have an approved Equal Employment Opportunity Plan on file with the Office of Justice Programs' Office of Civil Rights.

16. Ownership of Material.

In addition to Section 19 of the County and DSHS Agreement on General Terms and Conditions, if the Contractor produces patentable items, patent rights, processes, or inventions as a result of performing work required under the Contract, the Contractor shall promptly and fully report such facts to DSHS. DSHS and OJJD shall determine whether patent protection shall be sought.

17. Project Equipment.

- a. All equipment purchased with JABG funds, for approved JABG programs, must have prior written approval by JJ&RA.
- b. The Contractor shall submit an Equipment Request Form prior to purchasing any equipment.
- c. Depending upon the amount and nature of the equipment, JJ&RA may need written approval from the Federal Office of Justice Programs (OJP) prior to the Contractor purchasing the equipment.
- d. The Contractor shall maintain, as part of the financial records of the Project, an ongoing inventory of equipment purchased in whole or in part with JABG funds, which states the following:
 - (1) Purchase Date;
 - (2) Purchase Price;
 - (3) Serial Number of Equipment (if any); and
 - (4) Current Location of Equipment.
- e. On completion of the project, or at the request of JJ&RA, the Contractor shall submit to JJ&RA a current inventory of all equipment purchased with JABG funds.
- f. Specific to this Section 17 – Project Equipment, JJ&RA acknowledges that the life of a Project may span multiple JABG grant years and associated contracts.
- g. If property acquired during the Project is sold or ceases to be used for juvenile justice purposes as defined under the Juvenile Accountability Block Grant Act of 1997, and if such property had a per unit fair market value in excess of \$5,000 on the date it was sold or removed from service, the Contractor shall pay to DSHS an amount calculated by multiplying the fair market value or proceeds from sale by the proportion of JABG funds utilized to acquire such property.

18. Public Availability of Information.

Subject only to the exceptions and conditions under those acts and provisions of law requiring public records to be kept in a particular office or place, all identifiable plans, applications, grants or contract awards, reports, books, papers, or other documents maintained by the Contractor pertinent to activities supported by JABG funds shall be made promptly available on request to any person for inspection and copying. The Contractor shall comply with the terms and conditions of the Freedom of Information Act (5 U.S.C. 552).

19. Procurement of Services, Material, Supplies, and Equipment.

- a. Adequate and Effective Competition. The Contractor shall ensure adequate and effective

competition is sought to the maximum practicable extent consistent with the value, nature, and specifications of services, materials, supplies, or equipment to be procured for the Project. Services, materials, supplies, or equipment shall be obtained in accordance with applicable state and local laws and regulations. The Contractor shall follow its own procurement procedures and regulations, provided that such procurement procedures conform to applicable federal law and standards identified in the procurement standards sections of 28 CFR Parts 66 and 70.

- b. Collusion or Conflict of Interest. The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest and the appearance of collusion or conflict of interest.

20. Reports.

The Contractor shall submit the following reports to the JABG Program Administrator. The JABG Program Administrator shall provide the Contractor with all required report forms in an electronic format.

- a. "Juvenile Accountability Block Grant Program (JABG) Performance Measures", incorporated by reference. The reporting period shall be from July 1, 2013 through June 30, 2014. Report due by the 10th of the month following the end of each state fiscal year quarter (October 10th, January 10th, April 10th, July 10th). A report must be submitted even if no activity occurred during the period.
- b. "JABG 6-month Narrative Questions Report", incorporated by reference, shall be submitted by January 15th.
- c. "JABG Annual Target Population Report", incorporated by reference. The reporting period shall be from July 1, 2013 through March 31, 2014. Report due by April 15, 2014. A report must be submitted even if no activity occurred during the period.
- d. The "Financial Report" Form", incorporated by reference, shall include the following:
 - (1) Approved budget amounts per budget category in accordance with the Approved budget Summary;
 - (2) Actual costs incurred per budget category for the reporting period;
 - (3) Cumulative costs incurred per budget category for the reporting period;
 - (4) Remaining balance per budget category for the reporting period;
 - (5) Cash match being accounted for during the reporting period; and
 - (6) Contractor's requested reimbursement amount for the reporting period.
- e. The Contractor shall submit Financial Report Forms to the JABG Program Administrator.
- f. The Contractor shall submit their final Financial Report within 30 days after the Program Agreement End Date, unless mutually agreed upon between the Contractor and JABG Program Administrator.

21. Items Incorporated by Reference.

- a. Juvenile Crime Enforcement Plan
- b. Financial Report Form
- c. Approved Budget Summary and Approved Budget Detail Form

- d. Juvenile Accountability Block Grant Program (JABG) Performance Measures
- e. JABG 6-month Narrative Questions Report
- f. JABG Annual Target Population Report
- g. JABG Revenue Sharing Requests>Returns Form

STATEMENT OF WORK

1. Project Name: Proctor Home

2. Contractor Use of Funds:

- a. The Contractor shall use the funds provided under this Program Agreement to:
 - (1) Fund a portion of one Proctor Home Coordinator position.
- b. The Contractor Shall:
 - (1) Provide one Proctor Home Coordinator, who shall:
 - (a) Provide day to day oversight of Proctor Home operations.

3. Budget:

The Contractor shall submit a completed Approved Budget Summary and Approved Budget Detail to the JABG Program Administrator prior to the first billing. No payment shall be made until the Approved Budget Summary and Approved Budget Detail are received.

4. Revenue Sharing:

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in JABG, provided funding is available or unless otherwise agreed upon by the JABG Administrator and the Contractor.

The Contractor shall submit their "JABG Revenue Sharing Requests>Returns Form", incorporated by reference, to the JABG Administrator no later than April 30th or as agreed upon by the JABG Administrator and the Contractor.

The total maximum consideration for this contract may increase or decrease, depending upon the results of revenue sharing distributions and changes will be reflected through an amendment to this contract.

5. Performance Review:

- a. The Contractor shall review performance measures with the JABG Program Administrator, and evaluate, at a minimum of semi-annually, if the outcomes are being met.
- b. If the desired outcomes are not being met, adjustments to the project or outcomes shall be mutually agreed upon between the Contractor and JABG Program Administrator.

OTHER PROVISIONS FOR SERVICES

1. Required Provisions.

The Contractor shall comply with the following required provisions for services:

- a. Background Check/Criminal History - In accordance with Chapters 388-700 WAC (JJ&RA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JJ&RA approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JJ&RA approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (2) Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JJ&RA; or
- (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who have reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

- b. Sexual Misconduct - 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

2. Additional Provisions.

The Contractor shall comply with the following additional provisions, if the following areas are identified in Exhibit A – Statement of Work, Approved Budget Summary, or Approved Budget Detail:

- a. Personnel and Benefits. The Contractor shall maintain fiscal documentation of actual hours worked and costs which support the Financial Report Form's reimbursement requests for Personnel and Benefits.
- b. Contractual Services. The Contractor shall maintain fiscal documentation for all approved subcontracted contractual services, in accordance with the Approved Budget Detail, and costs which support the Financial Report Forms' reimbursement requests for Contractual Services.
- c. Subcontracting. No additional subcontracting of services shall occur, except as approved and allowed in accordance with Exhibit A - Statement of Work and the Approved Budget Detail, without the prior, written approval of the JABG Program Administrator. The Contractor shall be responsible for the acts and omissions of any subcontractors.
- d. Travel/Mileage Reimbursement. The Contractor may follow their agency's own established travel/mileage rates, as long as the rates do not exceed the Washington State's allowable travel/mileage rates. If Contractor's rates do exceed the State's travel/mileage rates, the Contractor shall use the State's allowable travel/mileage rates, which are found at: <http://www.ofm.wa.gov/policy/10.90a.pdf>
- e. Construction Requirements. In the event work includes construction, the Contractor shall provide the JABG Program Administrator with a copy of the Bid Award for JJ&RA approved Subcontractors for Construction Projects, along with supporting documentation of the Subcontractor bid proposal, and award selection process.
- f. Equipment. The Contractor shall comply with Section 17 – Project Equipment, for any and all equipment purchases.
- g. Administrative. **Not more than 5%** of the JABG allocation may be spent on administrative costs.