



INTERLOCAL AGREEMENT

DSHS Agreement Number:
1364-84336

JABG FFY12

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME

Tacoma, City of

CONTRACTOR ADDRESS

747 Market Street, Room #836
Tacoma, WA 98402-

CONTRACTOR doing business as (DBA)

WASHINGTON UNIFORM
BUSINESS IDENTIFIER (UBI)

278-012-338

DSHS INDEX NUMBER

3484

CONTRACTOR CONTACT

Kelly Crouch

CONTRACTOR TELEPHONE

(253) 591-5165

CONTRACTOR FAX

CONTRACTOR E-MAIL ADDRESS

kcrouch@ci.tacoma.wa.us

DSHS ADMINISTRATION

Juvenile Justice and
Rehabilitation Administration

DSHS DIVISION

Division of Operations Support Services

DSHS CONTRACT CODE

5000LC-64

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 ADDRESS

GONZAPA@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?

Yes

CFDA NUMBER(S)

16.253

AGREEMENT START DATE

09/01/2013

AGREEMENT END DATE

03/31/2014

MAXIMUM AGREEMENT AMOUNT

\$20,000.00

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

☒ Exhibits (specify): No Data Security Exhibit ; Exhibit A: Statement of Work; Exhibit B: Other Provisions for Service

☐ No Exhibits.

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE

Diane Powers 12/23/13
Diane Powers, Division Manager
Neighborhood and Community
Services Department - Human Svcs

PRINTED NAME AND TITLE

Debra Casparian, City Attorney

Andrew Cherullo, Director of Finance *PH*

DATE SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

Del Hontanosas
Grants & Contracts Manager

DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. **Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. **Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information, to the extent permitted by state law. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided

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the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

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13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. **Hold Harmless.**
 - a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
 - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
18. **Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
19. **Subrecipients.**
 - a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

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- (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

20. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.

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- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 21. **Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and 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 \$20,000 with a cash match contribution of \$2,222.
- 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 20. 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).

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- 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. 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.

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11. Inspection of Records.

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.

12. Maintenance of Records.

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.

13. 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.

14. 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.

15. Ownership of Material.

If the Contractor produces patentable items, patent rights, processes, or inventions as a result of

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performing work required under the Contract, the Contractor shall promptly and fully report such facts to DSHS. DSHS and OJJDP shall determine whether patent protection shall be sought.

16. 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.

17. 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).

18. 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

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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.

19. 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.

20. 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

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- 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: Tacoma Truancy Initiative

2. Contractor Use of Funds:

The Contractor shall use the funds provided under this Program Agreement to sub-contract with Tacoma Public Schools to reduce truancy, identify barriers to school attendance, and reconnect youth to their home school.

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.

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EXHIBIT B

OTHER PROVISIONS FOR SERVICES

6. 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

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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.

7. 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.

