

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202307015

Originating Department:	Whatcom County Superior Court
Division/Program: (i.e. Dept. Division and Program)	Juvenile Court Administration
Contract or Grant Administrator:	David Reynolds
Contractor's / Agency Name:	Washington State Department of Children, Youth and Families

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): 2163-24388 CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____ Cost Center: 1900
 Yes No If yes, RFP and Bid number(s): _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency |
| <input checked="" type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 56,000 (\$28,000 per year for 2 years)
 This Amendment Amount:
 \$ 0
 Total Amended Amount:
 \$ 56,000 (\$28,000 per year for 2 years)

- Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**
1. Exercising an option contained in a contract previously approved by the council.
 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
 3. Bid or award is for supplies.
 4. Equipment is included in Exhibit "B" of the Budget Ordinance.
 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Department of Children, Youth and Families will reimburse Whatcom County up to \$56,000 for work performed related to the Juvenile Detention Alternative Initiative (JDAI). Whatcom County Juvenile Court has participated in this program since 2004.

Term of Contract: 7/1/2023 Expiration Date: 6/30/2025

Contract Routing:	1. Prepared by: <u>Stephanie Kraft</u>	Date: <u>7/1/2023</u>
	2. Attorney signoff: <u>Approved by Email/KF/SK</u>	Date: <u>7/1/2023</u>
	3. AS Finance reviewed: <u>Approved by Email/AT/SK</u>	Date: <u>7/11/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>8/1/23</u>
	6. Executive contract review: <u>✓</u>	Date: <u>7/12/23</u>
	7. Council approved, if necessary: <u>AB2023-462</u>	Date: <u>7/25/23</u>
	8. Executive signed: <u>✓</u>	Date: <u>7/27/23</u>
	9. Original to Council: _____	Date: _____

WHATCOM COUNTY
Superior Court Administration
Superior-Juvenile/County Clerk
311 Grand Avenue
Bellingham, Washington 98225
(360) 778-5565



David L. Reynolds
Director

RECEIVED

JUL 12 2023

WHATCOM COUNTY
EXECUTIVE'S OFFICE

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: David L. Reynolds, Director

RE: Juvenile Detention Alternative Initiative for July 1, 2023-June 30, 2025 with the Department of Children, Youth and Families

DATE: July 7, 2023

Enclosed are two (2) originals of County Program Agreement for consolidated services between State of Washington Department of Children, Youth and Families and Whatcom County for your review and signature.

▪ **Background and Purpose**

The purpose of this agreement is to reimburse Whatcom County Juvenile Court for expenses incurred for implementation of the Juvenile Detention Alternative Initiative (JDAI). Whatcom County has participated in JDAI since 2004.

▪ **Funding Amount and Source**

The Washington State Department of children, Youth and Families shall reimburse Whatcom County up to \$56,000 (\$28,000 per year) for JDAI implementation costs incurred from July 1, 2023 to June 30, 2025.

▪ **Differences from Previous Contract**

There are no significant changes to the total cost of reimbursement from the previous contract amendment which awarded an additional \$3,500 per year (total of \$8,000) to the original contract amount of \$49,000.

Please contact **Dave Reynolds** at extension **5565**, if you have any questions or concerns regarding the terms of this agreement,

Encl.

 ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
202307015

	COUNTY PROGRAM AGREEMENT JDAI Implementation		DCYF Agreement Number 2363-49949
This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below.			Administration or Division Agreement Number County Agreement Number
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF INDEX NUMBER 1241	DCYF CONTRACT CODE 2000CC-63
DCYF CONTACT NAME AND TITLE Jenny Young Program Coordinator		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504-5828	
DCYF CONTACT TELEPHONE (360)522-2320	DCYF CONTACT FAX Click here to enter text	DCYF CONTACT E-MAIL jenny.young@dcyf.wa.gov	
COUNTY NAME Whatcom County	COUNTY ADDRESS 311 Grand Ave Bellingham, WA 98225		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Dave Reynolds		
COUNTY CONTACT TELEPHONE (360) 778-5560	COUNTY CONTACT FAX (360) 738-2515	COUNTY CONTACT E-MAIL dreynolds@co.whatcom.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023	PROGRAM AGREEMENT END DATE 06/30/2025	MAXIMUM PROGRAM AGREEMENT AMOUNT \$56,000.00	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit , Exhibit A: Statement of Work, Exhibit B: Approved Budget <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract 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 Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.			
COUNTY SIGNATURE(S) 		PRINTED NAME(S) AND TITLE(S) Satpal Singh Sidhu County Executive	DATE(S) SIGNED 7/27/23
DCYF SIGNATURE 		PRINTED NAME AND TITLE Rachel Denney, HQ Purchasing/Contracts Team Mgr	DATE SIGNED 8/1/2023

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall

General Terms and Conditions

perform pursuant to any Program Agreement.

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

General Terms and Conditions

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any

General Terms and Conditions

Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.

15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

- a. Document performance of all acts required by law, regulation, or this Agreement;
- b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.

16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- a. Applicable federal and state of Washington statutes and regulations;
- b. This Agreement;
- c. The Program Agreement(s).

18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 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 County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.

19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.

20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement,

General Terms and Conditions

unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (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;
 - (2) Maintain internal controls that provide reasonable assurance that the County 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 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) 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.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, 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 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

General Terms and Conditions

- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. Termination for Default.

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- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:
 - (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
 - (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged

General Terms and Conditions

with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
- d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.

- 27. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County 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 or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 28. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 29. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "DCYF" means the Department of Children, Youth, and Families.
 - b. "OJJ" means the Office of Juvenile Justice under the DCYF.
 - c. "JDAI" means the Juvenile Detention Alternatives Initiative that the Washington State Partnership Council on Juvenile Justice, in partnership with seven county juvenile courts has adopted as a detention reform and system improvement initiative.
 - d. "EBP" means Evidence Based Practices.
 - e. "WSIPP" means the Washington State Institute for Public Policy.
2. **Purpose.** To provide funding to the seven JDAI jurisdictions in the state in order to support their implementation of the JDAI Core Strategies.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A: Statement of Work – JDAI Implementation, attached and incorporated by reference herein.
4. **Approved Budget.** Contractor's Budget for providing services under this Contract is attached as Exhibit B.
5. **Background Checks and Sexual Misconduct.** Contractors and each of their employees, subcontractors and/or volunteers, who may have unsupervised access to clients, shall have a cleared and approved current criminal history and background check.
6. **Billing and Payment:**
 - a. The Contractor shall submit a Financial Report Form, (format to be provided by OJJ), to the assigned Contract Manager on a monthly or quarterly basis depending on the Contractor's preference. Financial Reports may not be submitted for any period less than one month or more than three months.
 - b. The Contractor's Financial Report Form shall be submitted no later than 30 days past the last day of the month, in which services were provided.
 - c. DCYF shall pay the Contractor upon acceptance of a properly completed Financial Report.
 - d. Payment shall be considered timely if made by DCYF within 30 days after the receipt of the properly completed invoice.
 - e. Payment shall be sent to the Contractor's address on page one of this Contract.
 - f. The Contractor accepts the DCYF payment as the sole and complete payment for the services provided under this contract.
 - g. DCYF shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with this "Statement of Work." If DCYF pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.

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h. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

7. **Prohibition of Use of Funds for Lobbying Activities.** The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

8. **Administrative Records.** The Contractor shall retain all fiscal records that substantiate all costs charged to DCYF under this Contract.
9. **Resolution of Differences.** In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, **Disputes** below.

10. **Disputes.**

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DCYF policy is not disputable. A party's written request for dispute resolution must include:
- (1) A statement identifying the issue(s) in dispute; and
 - (2) Contractor's name, address and contract number.
- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.
- c. A copy of the current DCYF's dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current DCYF's dispute resolution process should be sent to:

Department of Children, Youth & Families
Attention Contracts Unit
P.O. Box 40983
Olympia, WA 98504-0983

- e. This dispute resolution process is the sole administrative remedy available under this Contract.

11. **Quality and Outcome Measures (Performance Based Contracting).** Beginning July 1, 2019, DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by RCW 43.216.015. The purpose of this change is to help

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achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

- a. DCYF Outcome Goals for Children, Youth, and Families supported by Office of Juvenile Justice contracts include:
 - (1) Youth will experience an increase in school engagement.
 - (2) High School Graduation rates are increased
 - (3) Youth development will be supported and not hindered through program and system implementation
 - (4) Youth Mental/Health will improve as a result of programs provided by contractors
- b. OJJ Client Service Contract QUALITY Metrics: Contractor Level
 - (1) Contractor is required to submit quarter reports on time & accurately. Failure to do so will result in invoices being held for payment until reports are received.
- c. OJJ Client Service Contract OUTCOME Metrics: System Level
 - (1) The system will work to identify and add programs to the WISPP EBP list of best practices and promising programs. OJJ will add at least one program every 3 years to the WISPP EBP list to support better practices for youth and families served. Failure to do so will result in OJJ identifying additional funding to achieve the above-mentioned target.

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Exhibit A—STATEMENT OF WORK

Whatcom County JDAI Implementation

1. **Contractor Obligations.** Whatcom County Juvenile Court shall:
 - a. **Work to achieve the goals outlined in the submitted Implementation Plan; incorporated by reference herein:**
 - (1) Work with Court Partners to discuss and problem solve ways to decrease case processing time:
 - a) Increase understanding for juvenile court staff and partners to review case processing data.
 - i. Draft a Case Processing Report based on the data collected for the past two years; and
 - ii. Utilize the intake caseload tracking chart to provide data to court partners regarding case processing time at regular intervals for review.
 - b) Track longevity of criminal cases from start to finish in real time.
 - i. Continue tracking all criminal court cases from start to finish to assess for changes in case processing time; and
 - ii. Use data to problem solve in real time ways cases can be resolved more swiftly.
 - (2) Implement Incentivized Probation:
 - a) Identify ways Whatcom Co. can incentivize probation
 - i. Gather and review information from other agencies/sites who have successfully implemented incentivized probation; and
 - ii. Determine best practices and develop a local plan for implementation.
 - b) Provide ongoing training opportunities to increase Juvenile Court Staff and Court Partners understanding and proficiency of utilizing incentivized probation.
 - i. Provide monthly staff development trainings; and
 - ii. Bimonthly commissioner policy meetings with incentivized probation as an agenda item at a minimum of one of the meetings each month.
 - (3) Increase strategies for addressing challenging behaviors through a rehabilitative approach to reducing the need for room confinement or isolation.
 - a) Update detention rule book and associated policies related to addressing behaviors and room confinement.
 - i. Update policies and rule book in tandem to address changes in managing challenging behaviors;
 - ii. Develop and post a daily schedule, which includes staff participation in programming;
 - iii. Encourage all teams to follow the daily schedule consistently; and
 - iv. Debrief incidents with staff to continue to assess and reassess how challenging behaviors are being addressed
 - b) Provide ongoing training opportunities to increase staff proficiency in utilizing new strategies for addressing youth behaviors.
 - i. Provide monthly staff development trainings and at minimum, at every other monthly supervisor's meetings; and

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- ii. Suggested training topics include but are not limited to the following: Trauma Informed Response, Behavior Modification Methods, Behavior Response Options, Conflict Management and De-Escalation Techniques, Adolescent Brain Development, Motivational Interviewing, and Suicide Prevention and Response.

b. Complete and submit the following Quarterly Data Report: Admissions to Detention by the 30th of each month following the end of the quarter.

2. JDAI Quality Assurance Requirements.

Whatcom County Juvenile Court shall:

- a. Participate in monthly one-on-one conference calls with the JDAI State Coordinator;
- b. Participate in quarterly Local JDAI Site Coordinator Conference Calls; and
- c. Attend and participate in the JDAI State Steering Committee Meetings.

The Office of Juvenile Justice shall:

- a. Provide technical support to the Contractor upon request.
- b. Conduct two site visits as Public Health policies allow.

3. Deliverables. The Deliverables include the following reports due to the JDAI State Coordinator per the due dates outlined below.

- a. Quarterly Progress Reports (aka: Stoplight Report) and Quarterly Data Reports by the 30th of the month following the end of the quarter: October 30th, January 30th, April 30th, and July 30th.
- b. Financial Reports to be submitted on a quarterly basis (October 30th, January 30th, April 30th, and July 30th) at a minimum; however, monthly submissions are also acceptable.
- c. Annual Data Report due by March 15th, 2024 for the 2023 Calendar Year and by March 15th, 2025 for the 2024 Calendar Year.

4. Consideration.

The total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is **\$28,000 (Fiscal Year 1)** and **\$28,000 (Fiscal Year 2)** for activities occurring between July 1, 2023 and June 30, 2025 including any and all expenses, and shall be based upon Exhibit B: JDAI Site Implementation Budget, attached and incorporated by reference herein.

All quarterly data reports and progress reports must be received prior to payment of invoices submitted to the JDAI State Coordinator. Invoices submitted without quarterly data reports and progress reports will be held until required reports are submitted.

All grant funds for Fiscal Year 1 must be expended by June 30, 2024. All grant funds for Fiscal Year 2 must be expended by June 30, 2025. No unspent funding from the Fiscal Year 1 Budget may be carried over into the Fiscal Year 2 Budget.

Up to 10% of the total budget may be moved between the line items or categories without an amendment with prior written approval from the OJJ Director or designated Contracts Manager. Contractor shall provide a written request for any changes and an updated budget proposal when needed.

Any budget amendments over 10% must obtain an approved contract amendment and updated approved budget prior to any expenditures being made.

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EXHIBIT B—APPROVED BUDGET

Whatcom County JDAI Site Implementation

<p align="center">OFFICE OF JUVENILE JUSTICE</p> <p align="center">Department of Children, Youth and Families 1500 Jefferson Ave., Olympia, WA 98501</p>	APPROVED BUDGET		
	AND SPECIAL CONDITIONS JJ-2		
	GRANT AWARD CONTRACT #:	FUND SOURCE:	DATE:
	I-501-00823	State Proviso	7/1/2023
	PROJECT TITLE:	JDAI Implementation: Year 1	
PROJECT PERIOD:	7/1/2023 to 6/30/2024		

This grant award is subject to the approved budget that appears below and to the special conditions that appear below and/or are attached hereto and are incorporated herein.

BUDGET CATEGORIES		SOURCE OF FUNDS		
PERSONNEL	\$20,500	FEDERAL	\$0.00	0.00%
SUPPLIES	\$750	SUBGRANTEE IN-KIND MATCH	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$2,800	PROJECT INCOME	\$0.00	0.00%
EQUIPMENT CAPITAL/OUTLAY	\$500	OTHER FUNDS	\$28,000	100.0%
TRAVEL	\$1,500			
CONTRACTUAL	\$0.00			
INDIRECT	\$1,950			
TOTAL BUDGET	\$28,000	TOTAL PROJECT FUNDS	\$28,000	100%
SUBGRANTEE		FINANCIAL OFFICER		
Whatcom County Superior Court Administration - Juvenile Division		Nora Inda, 360-778-5512		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Satpal Sidhu, County Executive		Kelly Dahl		

SPECIAL CONDITIONS:

1. The next Progress Report is due: **October 30, 2023**
2. Commencement Within 60 Days: If a project is not operational within 60 days of the original starting date of the grant period, the sub grantee must report by letter to the State the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
3. Operational Within 90 Days: If the project is not operational within 90 days of the original start date of the grant period, the sub grantee must submit a second statement to the State explaining the implementation delay. Upon receipt of the 90-day letter, the state may cancel the project.

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<p align="center">OFFICE OF JUVENILE JUSTICE</p> <p align="center">Department of Children, Youth and Families 1500 Jefferson Ave., Olympia, WA 98501</p>	APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2		
	GRANT AWARD CONTRACT #:	FUND SOURCE:	DATE:
	I-501-00823	State Proviso	7/1/2023
	PROJECT TITLE:	JDAI Implementation: Year 2	
	PROJECT PERIOD:	7/1/2024 to 6/30/2025	

This grant award is subject to the approved budget that appears below and to the special conditions that appear below and/or are attached hereto and are incorporated herein.

BUDGET CATEGORIES		SOURCE OF FUNDS		
PERSONNEL	\$20,500	FEDERAL	\$0.00	0.00%
SUPPLIES	\$750	SUBGRANTEE IN-KIND MATCH	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$2,800	PROJECT INCOME	\$0.00	0.00%
EQUIPMENT CAPITAL/OUTLAY	\$500	OTHER FUNDS	\$28,000	100.0%
TRAVEL	\$1,500			
CONTRACTUAL	\$0.00			
INDIRECT	\$1,950			
TOTAL BUDGET	\$28,000	TOTAL PROJECT FUNDS	\$28,000	100%
SUBGRANTEE		FINANCIAL OFFICER		
Whatcom County Superior Court Administration - Juvenile Division		Nora Inda, 360-778-5512		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Satpal Sidhu, County Executive		Kelly Dahl		

SPECIAL CONDITIONS:

1. The next Progress Report is due: **October 30, 2024**
2. Commencement Within 60 Days: If a project is not operational within 60 days of the original starting date of the grant period, the sub grantee must report by letter to the State the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
3. Operational Within 90 Days: If the project is not operational within 90 days of the original start date of the grant period, the sub grantee must submit a second statement to the State explaining the implementation delay. Upon receipt of the 90-day letter, the state may cancel the project.