

OFFICE OF JUVENILE JUSTICE

DEPARTMENT OF SOCIAL HEALTH SERVICES
PO BOX 45828
OLYMPIA, WA 98504-5828

APPROVED BUDGET AND SPECIAL CONDITIONS JJ-2

GRANT
AWARD
CONTRACT

I-100-00710

FEDERAL
FUND
SOURCE:

DATE:

7/1/2010

PROJECT TITLE

Kittitas County CJC

PROJECT PERIOD

7/1/2010 to 6/30/2011

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	\$8,000.00	1. FEDERAL (OJJDP)	\$10,000.00	100.00%
SUPPLIES	\$300.00	2. SUBGRANTEE IN-KIND MATCH:	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$450.00	3. PROJECT INCOME	\$0.00	
EQUIPMENT CAPITAL/OUTLAY	\$0.00	4. OTHER FUNDS	\$0.00	
TRAVEL	\$350.00			
CONTRACTUAL	\$0.00			
INDIRECT	\$900.00			
TOTAL BUDGET	\$10,000.00	TOTAL PROJECT FUNDS	\$10,000.00	100.00%
SUBGRANTEE		FINANCIAL OFFICER		
Kittitas County 205 West Fifth Avenue, Suite 211 Ellensburg WA 98926-		Judy Pless (509) 626-7502		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Judge Michael Cooper Superior Court Judge		William Holmes (509) 962-7516, ext		

SPECIAL CONDITIONS

1. The next Progress Report is due: **October 15, 2010**

2. Commencement Within 60 Days.

If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee 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 a project is not operational within 90 days of the original start date of the grant period, the subgrantee 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.

4. The applicant agrees that staff directly associated with the administration of this grant will attend and participate in all in-state conferences, workshop training sessions and/or meetings deemed critical by the Office of Juvenile Justice to be essential to the proper administration of this grant.



OFFICE OF JUVENILE JUSTICE (OJJ)
Federal Grant Application - CJJC

Please read all instructions carefully.
For assistance, contact the Department of Social and Health Services (DSHS)
Office of Juvenile Justice at (360) 902-7526 or FAX (360) 902-7527

CONTRACT NUMBER	FOR OJJ USE ONLY
PROGRAM AREA	DATE STAMP APR 02 2010

1. APPLICANT: DO NOT USE PERSON'S NAME			
AGENCY NAME Kittitas County		TELEPHONE NUMBER 509-962-7516	FAX NUMBER 509-962-7667
STREET ADDRESS 205 West Fifth Avenue, Suite 211		CITY Ellensburg	STATE WA
STREET ADDRESS same mailing address		CITY	STATE
		STATE	ZIP CODE 98926
2. IMPLEMENTING AGENCY: ENTER AGENCY, DEPARTMENT OR CONTRACTOR DIRECTLY IMPLEMENTING THE PROJECT (DO NOT USE PERSON'S NAME)			
NAME Kittitas County Juvenile Court Services		TELEPHONE NUMBER 509 962-7516	
STREET ADDRESS same as above		FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER (MANDATORY FOR FEDERAL TAX PURPOSES) 91-6001349	
CITY		STATE	ZIP CODE
3. PROJECT TITLE: ENTER BRIEF, DESCRIPTIVE PROJECT TITLE (LIMITED TO THREE LINES)			
Kittitas County Community Juvenile Justice Coalition (CJJC)			
4. APPLICANT'S AGREEMENT			
<p>The applicant is applying for a grant award in the amount shown in the proposed BUDGET SUMMARY (Section 8 of this application) for the purposes identified in this application. By signing and submitting this application, the applicant agrees that this document, together with the GENERAL TERMS AND CONDITIONS AND CERTIFICATIONS (Attachment A of this application), becomes an offer to contract with Washington State Department of Social and Health Services (DSHS or the Department) which, if accepted, binds the applicant to the following:</p> <p>The applicant agrees that this offer becomes a binding contract when a copy of this page is signed by the OJJ Director and returned to the applicant together with an Approved Budget and Special Conditions form provided, however:</p> <p>a. In the event any budget category amount differs from the amount shown in Section 8 of this application, as modified by the Approved budget and Special Conditions, that amount shall be considered to be a counteroffer. The Department shall consider the counteroffer accepted by the applicant unless rejected in writing within 30 days after the date of mailing of such counteroffer by the Office of Juvenile Justice (hereinafter referred to as OJJ) to the applicant.</p> <p>b. Upon acceptance of this offer/counteroffer, the applicant shall be referred to as the "Contractor" and the Contractor agrees to accept and abide by the special terms and conditions.</p>			
NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIRMAN OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR) Presiding Judge, Superior Court Michael E. Cooper & Paul Jewell, Vice-Chairman			
APPLICANT'S SIGNATURE 		DATE 4-2-10	
ACCEPTANCE OF OFFER COUNTEROFFER FOR DSHS <input type="checkbox"/> Acceptance <input type="checkbox"/> Non-acceptance		OJJ CONTRACTING OFFICER'S SIGNATURE DATE 5/21/10	
5. PROJECT DIRECTOR: PERSON IN DIRECT CHARGE OF PROJECT (DAY-TO-DAY OPERATIONS AND PREPARATION OF REQUIRED PROGRESS REPORTS)			
NAME William D. Holmes, Juvenile Court Administrator		TELEPHONE NUMBER 5059-962-7516	
STREET ADDRESS same as above		FAX NUMBER 509-962-7667	
CITY		STATE	ZIP CODE
		E-MAIL ADDRESS william.holmes@co.kittitas.wa.us	
6. FINANCIAL OFFICER: PERSON IN CHARGE OF FISCAL MATTERS (ACCOUNTING, FUNDS MANAGEMENT, EXPENDITURE, VERIFICATIONS, FINANCIAL REPORTS)			
NAME Judy Pless, Budget and Finance Manager		TELEPHONE NUMBER 509-962-7502	
STREET ADDRESS 205 West Fifth Avenue, Suite 105		FAX NUMBER 509-962-7687	
CITY		STATE	ZIP CODE
Ellensburg		WA	98926
		E-MAIL ADDRESS judy.pless@co.kittitas.wa.us	

Omission of any required information or certification may be cause for denial of the application. The Department shall take a final approval/disapproval action on all applications within 90 days of receipt by the Department of a conforming application, together with all required certifications. The Department shall not consider an application conforming unless the applicant has completed all items in accordance with instructions and has submitted the necessary certifications. The applicant must submit two signed completed applications to: OFFICE OF JUVENILE JUSTICE, DEPARTMENT OF SOCIAL AND HEALTH SERVICES, PO BOX 45828, OLYMPIA WA 98504-5828.

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME Kittitas County		DATE 04/01/2010																									
PROJECT TITLE Kittitas County Community Juvenile Justice Coalition																											
7. PROJECT PERIOD																											
A project period is one year and may not exceed one year except by prior agreement with the Department. Proposed project period is from <u>7/1/2010</u> to <u>6/30/2011</u>																											
8. BUDGET SUMMARY																											
The proposed project budget is shown below. If the proposal is accepted for contracting, the budget on the Approved Budget and Special Conditions form supersedes the proposed budget shown below.																											
BUDGET CATEGORIES Enter the category totals from Section 10. BUDGET DETAILS. The sum of categories A - F is entered as TOTAL DIRECT CHARGES. If indirect costs are claimed, enter the amount in G. These may not exceed ten (10) percent of the TOTAL DIRECT CHARGES. Add TOTAL DIRECT CHARGES and INDIRECT CHARGES, and enter the sum on TOTAL PROJECT COSTS line.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>A. Personnel</td><td style="text-align: right;">\$8,000</td></tr> <tr><td>B. Supplies</td><td style="text-align: right;">\$300</td></tr> <tr><td>C. Other services and charges</td><td style="text-align: right;">\$450</td></tr> <tr><td>D. Capital outlay/equipment</td><td style="text-align: right;">\$0</td></tr> <tr><td>E. Travel</td><td style="text-align: right;">\$350</td></tr> <tr><td>F. Contractual services</td><td style="text-align: right;">\$0</td></tr> <tr><td>TOTAL DIRECT CHARGES</td><td style="text-align: right;">\$9,100</td></tr> <tr><td>G. Indirect charges</td><td style="text-align: right;">\$900</td></tr> <tr><td>TOTAL PROJECT COST</td><td style="text-align: right;">\$10,000</td></tr> </table>	A. Personnel	\$8,000	B. Supplies	\$300	C. Other services and charges	\$450	D. Capital outlay/equipment	\$0	E. Travel	\$350	F. Contractual services	\$0	TOTAL DIRECT CHARGES	\$9,100	G. Indirect charges	\$900	TOTAL PROJECT COST	\$10,000								
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TOTAL PROJECT COST	\$10,000																										
SOURCE OF FUNDS 1. May not exceed amount approved by the Governor's Juvenile Justice Advisory Committee. 2. Must be funds specifically appropriated for project in applicant's budget Project income must be applied to project operational costs or deducted from the grant award. It is important that all anticipated project income be included in the budget.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1. Federal</td><td style="text-align: right;">\$10,000</td><td style="text-align: right;">100%</td></tr> <tr><td>2. Match</td><td style="text-align: right;">\$0</td><td style="text-align: right;">0%</td></tr> <tr><td> </td><td> </td><td style="text-align: right;">%</td></tr> <tr><td> </td><td> </td><td style="text-align: right;">%</td></tr> <tr><td> </td><td> </td><td style="text-align: right;">%</td></tr> <tr><td> </td><td> </td><td style="text-align: right;">%</td></tr> <tr><td> </td><td> </td><td style="text-align: right;">%</td></tr> <tr><td>TOTAL PROJECT FUNDS</td><td style="text-align: right;">\$10,000</td><td style="text-align: right;">100%</td></tr> </table>	1. Federal	\$10,000	100%	2. Match	\$0	0%			%			%			%			%			%	TOTAL PROJECT FUNDS	\$10,000	100%		
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9. PROJECT SUMMARY: GIVE A BRIEF NARRATIVE SUMMARY OF THE PROJECT (LIMITED TO SIZE OF BOX).																											
<p>Kittitas County Juvenile Court Services seeks funding to continue our CJJC. Membership will work to enhance and apply Restorative Justice practice while continuing to address following goals:</p> <p>* Apply & improve mechanisms for coordination and information sharing of local juvenile justice needs.</p> <p>*Identify concerns and prioritize local juvenile justice needs including deinstitutionalization of status offenders, reduction of disproportionate minority contacts, reduction of youth detained and minimize number of youth failing to appear for court or who reoffend pending adjudication, redirect public funds toward successful reform strategies and improve conditions of confinement.</p> <p>Develop plans to hold offenders accountable to the people and community they have harmed, respect rights and needs of victims, enhance community safety & security while enriching local offender rehabilitation and reintegration efforts</p> <p>Develop local youth gang intervention and prevention strategies with JJAC efforts and lessons incorporated.</p> <p>Continue development of local mental health services for at-risk youth and offender youth.</p> <p>Continue development and application of gender specific services, especially for girls.</p> <p>Apply our efforts to effectively reach our rural, geographically diverse and limited service areas.</p> <p>Funding will provide a .25 FTE salary for a CJJC Coordinator who will provide continuing membership recruitment, organization and promotion of our project areas. It is intended to sustain and enhance Restorative Justice influence and best practices approaches in our local juvenile justice system and interested parties. Administration of the project both fiscally and personnel wise will be managed through the Juvenile Court Services office which has an extensive history with GJJAC.</p>																											

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME

Kittitas County

DATE

04/01/2010

PROJECT TITLE

Kittitas County Community Juvenile Justice Coalition
10. BUDGET DETAILS: CATEGORY A. PERSONNEL

This category is for services rendered by all personnel employed by the project. Costs incurred include salaries, benefits, uniforms, and special clothing.

SALARIES AND WAGES: Payment for personal services rendered in accordance with rates, hours, terms and conditions as authorized by law or stated in employment contracts.

OVERTIME, HAZARDOUS DUTY, ETC.

PERSONAL BENEFITS: FICA, retirements, insurance, etc.

UNIFORMS AND CLOTHING: Only uniforms for special clothing required by the nature of the employment and paid for by the employer may be listed.

NOTE: Project funds may not be used to pay a percentage of the compensation of any person who was employed by the implementing agency before the project starting date without prior specific authorization from the Department separate from the grant approval. Specific authorization is not required if a person currently employed by the applicant or the implementing agency is transferred from his/her prior position to the project if the transfer creates a personnel vacancy to be filled by hiring a new employee.

LIST POSITION TITLES	ANNUAL SALARY	PERCENT OF TIME TO PROJECT	ITEM TOTAL
CJJC Project Coordinator	\$7,200	100%	\$7,200
CJJC Project Coordinator benefits	\$800	100%	\$800
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
CATEGORY TOTAL	\$8,000	100%	\$8,000

JUSTIFICATION AND EXPLANATION: Justify all positions in terms of days and/or hours required to perform the GOALS, OBJECTIVES, AND TASKS set forth. Calculate fringe benefits for each position or class of positions.

.25 CJJC Project Coordinator wages and benefits are to meet the goals, objectives and tasks at a maximum of 10 hours per week/40 hours per month.

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME Kittitas County		DATE 04/01/2010	
PROJECT TITLE Kittitas County Community Juvenile Justice Coalition			
10. BUDGET DETAILS: CATEGORY B. SUPPLIES			
This category is for articles and commodities which are consumed or materially altered when used. The following are types of supplies. OFFICE SUPPLIES: For example, office stationery, forms, small items of equipment, and maps, films, books, periodicals, and tapes. OPERATING SUPPLIES: For example, chemicals, drugs, medicines, laboratory supplies, cleaning and sanitation supplies, food for human consumption, fuel, household and institutional supplies, and clothing. REPAIR AND MAINTENANCE SUPPLIES: For example, building materials and supplies, paints and painting supplies, plumbing supplies, electrical supplies, motor vehicle repair materials and supplies, other repair and maintenance supplies, and small tools.			
ITEMIZED LISTING (DESCRIPTION OF THE ITEM)	UNIT	UNIT COST	ITEM TOTAL
Office Supplies	1	\$200	\$200
Operating Supplies, including refreshments for CJJC Meetings	4	\$25	\$100
CATEGORY TOTAL			\$300
10. BUDGET DETAILS: CATEGORY C. OTHER SERVICES AND CHARGES			
This category is for services other than PERSONNEL which are required in the administration of the project. Such services may be provided by some agency of the government unit or by private business organizations. The following are types of services and charges classified under this category. COMMUNICATION: For example, telephone, telegraph, and postage. TRANSPORTATION: For example, freight and express charges, and messenger service. ADVERTISING PUBLIC UTILITY SERVICE PRINTING AND BINDING REPAIRS AND MAINTENANCE INSURANCE RENTALS: For example, buildings, and equipment and machinery. MISCELLANEOUS: For example, tuition and other training fees, dues, subscriptions and memberships, and taxes.			
ITEMIZED LISTING (WORD OR WORDS DESCRIBING THE COST ITEM, I.E., POSTAGE)	UNIT	UNIT COST	ITEM TOTAL
Advertising, rental of meeting space, copying, printing/development of educational materials, handouts, surveys, posters, awards for student projects	1	\$450	\$450
CATEGORY TOTAL			\$450

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME	DATE		
PROJECT TITLE			
10. BUDGET DETAILS: CATEGORY D. CAPITAL OUTLAY/EQUIPMENT			
<p>This category is for nonexpendable outlays which result in the acquisition of, rights to, or additions to fixed assets, other than structures. The following are some of the types of charges under this category. NOTE: Exclude small tools.</p> <p>MACHINERY AND EQUIPMENT: For example, communications equipment (typewriter, microcomputer), janitorial; laboratory, office furniture and equipment, heavy duty work equipment, and other machinery and equipment.</p>			
ITEMIZED LISTING (DESCRIBE THE COST ITEM)	UNIT	UNIT COST	ITEM TOTAL
CATEGORY TOTAL			\$0
10. BUDGET DETAILS: CATEGORY E. TRAVEL			
<p>Travel costs are for domestic travel. Contractors may follow their own established rate for staff travel as long as the rate does not exceed the allowable state rate.</p> <p>Include travel to Seattle area for one day required CJJC training.</p> <p>The allowable state rate for mileage will be used. Airfare should be the lowest coach fare.</p>			
ITEMIZED LISTING	UNIT	UNIT COST	ITEM TOTAL
Travel to conferences	1	\$300	\$300
Travel to conduct CJJC business	1	\$50	\$50
CATEGORY TOTAL			\$350

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME

DATE

PROJECT TITLE

10. BUDGET DETAILS: CATEGORY F. CONTRACTUAL SERVICES

The following types of personal services may be contracted:

EVALUATION/RESEARCH

LEGAL

ACCOUNTING

MEDICAL AND HEALTH SERVICES

AUDITING

SOCIAL SERVICES

ITEMIZED LISTING

UNIT

UNIT COST

ITEM TOTAL

CATEGORY TOTAL
\$0
10. BUDGET DETAILS: CATEGORY G. INDIRECT CHARGES

 Indirect costs may not exceed 10% of the **total direct charges**. Indirect costs include costs of operating the agency which are not directly attributed to this project (e.g., maintaining physical plant, depreciation, receptionist, agency administration salaries, etc.)

ITEMIZED LISTING (DESCRIBE THE COST ITEM)

UNIT

UNIT COST

ITEM TOTAL

Project Director & administrative support
1
\$900
\$900
CATEGORY TOTAL
\$900

FEDERAL GRANT APPLICATION - CJJC

AGENCY NAME

Kittitas County

DATE

04/01/2010

PROJECT TITLE

Kittitas County Community Juvenile Justice Coalition

**2010 - 2011 Statement of Work
Community Juvenile Justice Coordination (CJJC)**

The following are the annual minimum expectations for a CJJC:

1. CJJC membership must include representation from the local juvenile court(s). Membership should also include judges, prosecutors, public defenders, law enforcement, chemical dependency treatment, mental health, education, faith community, child welfare, organizations serving minority communities, local government and human service planners, and concerned citizens. Youth must be involved in the CJJC. If youth are not members, the CJJC must document how youth inform CJJC decision-making.
2. The CJJC must involve youth in meaningful ways and assure that youth have input in planning and decision making.
3. CJJCs will document holding at least four juvenile justice and/or delinquency prevention meetings, events, forums, youth activities, etc. per year. Documentation will include announcement(s) for the meeting; attendance; and notes or summary from the meeting.
4. CJJCs will participate in GJJAC initiated CJJC conference calls (up to four per year) and one GJJAC sponsored critical training/conference per year (when offered).
5. CJJCs will analyze local juvenile data to determine if racial disparity exists. Document this effort by submitting to the GJJAC the Relative Rate Index forms annually as requested by the GJJAC.
6. When racial disparity appears to exist, the CJJC will identify one or two decision making points in the juvenile justice system to analyze further and clearly identify why there appears to be disparity and develop and implement steps to reduce the racial disparity.
7. CJJCs in counties (or with communities) found by the GJJAC/OJJ to be out of compliance with any of the core requirements of the JJDP Act listed below will develop a plan and implement action(s) to reduce the violations. (CJJCs will be notified by the GJJAC/OJJ staff when local jurisdictions are found to be out of compliance with one or more of the core requirements.) The core requirements include:
 - Removal of juveniles from adult lockups and jails (Jail Removal)
 - Sight and sound separation between juveniles and incarcerated adults (Separation)
 - Deinstitutionalization of status offenders (DSO)
 - Disproportionate Minority Contact (DMC)

CJJC 2010-2011 Statement of Work

The Kittitas County Community Juvenile Justice Coalition is a developing coalition of public and private organizations and individuals dedicated to enriching current practice of juvenile justice in Kittitas County through promotion of understanding and systemic adoption of Restorative Justice Principles by all justice stakeholders. The Mission of the Kittitas County CJJC has assumed our Restorative Justice Network focus to address harms done to victims; hold offenders accountable for repairing the harm to victims and the community; provide opportunities for learning and positive change and share in creating safe and healthy neighborhoods and community. This mission is completely compatible with the GJJAC mission "to promote partnerships and innovations that improve outcomes for juvenile offenders and their victims and "to build family and community capacity to prevent delinquency."

To these ends, the Kittitas County RJ network and Juvenile Court Services office facilitated the establishment of a **Kittitas County Community Juvenile Justice Coalition**. Recruitment of members of the CJJC has followed the model of membership enumerated in the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. 5633 [Sec. 223.] State Plans. We will continue to work with the burgeoning Ellensburg Youth and Community Center and Youth Services of Kittitas County, and with Central Washington University, as well as working with offending youth who volunteer their participation, to attract and sustain youth involvement with CJJC. The CJJC, now established, will meet or hold informational events at least four times during the grant period to identify and prioritize juvenile justice needs and issues in Kittitas County including but not limited to the following:

- Review, monitor and discuss non-offending youth (such as dependent or neglected children) and status offenders (such as runaway or truant) presence in locked facilities. We will continue to provide training to law enforcement and provide information to judges regarding the required separation of youth from adults and the importance of minimizing the detention of status offenders and non-offending youth in locked facilities
- Address juvenile delinquency prevention and system improvement efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system
- Reduce the number of children detained, minimize the number of youth who fail to appear in court or re-offend pending adjudication, redirect public funds toward successful reform strategies, and improve conditions of confinement
- Establish a collaborative community-based approach to juvenile justice that holds juvenile offenders accountable to the people and communities they have harmed, enhances community safety and security, provides offender rehabilitation and reintegration, and respects the rights of victims in the process.
- Continue the work currently underway to enhance mental health services for at-risk and juvenile offenders and develop and implement gender specific services for girls.
- Assess the representation of minority youth in the juvenile justice system and where racial disparity exists develop a plan and strategies to address the racial disparity including the annual completion of the Relative Rate Index and its submission to

GJJAC. RRI training will be included in early meetings for members' awareness and consideration in planning efforts.

- Attend GJJAC trainings/workshops deemed critical by the GJJAC and OJJ, participate in (quarterly) scheduled CJJC conference calls and communicate regularly with GJJAC regarding JJ data, issues, information, and technical assistance.

This work will be accomplished by

- A .25 FTE CJJC coordinator in place for the past year, will continue to enhance and formalize the CJJC's contacts within the Juvenile Justice/ law enforcement communities, public services (schools, community run youth programs) and non-profit service providers, establishing personal contacts, recruiting and organizing representatives of these sectors of the JJ community and bringing them to the table to continuing a functioning Community Juvenile Justice Coalition. School administrator, Probation Counselors and others who work with community youth will be called upon to identify youth from within and outside the JJ system as potential members of, or presenters to the CJJC. The CJJC coordinator will interview and invite youth members to participate as members of the CJJC.
- The meetings of the CJJC shall be convened by the CJJC Coordinator
- The CJJC shall appoint such additional leadership members from among its membership to lead work in each of the area of focus outlined in the statement of work as may be necessary to accomplish the work.
- During the CJJC grant period the Coalition will submit quarterly reports to GJJAC detailing the work of CJJC, progress made and steps taken in each of the focus areas and projected next steps for continuing the work of the coalition and making CJJC a permanent part of the community prevention of and response to juvenile crime.
- Community meetings will be held to which the public is invited. The public will be encouraged to give input on current efforts and future plans for action. The number of community meeting shall be not fewer than two but as many as seem to the coalition to be required to reach all members of the public in all sections of Kittitas County.
- Fiscal oversight and administration and personnel supervision for this grant will be provided by the Juvenile Court Services Department of Kittitas County Probation Services. The Juvenile Court Administrator will act as Project Director with administrative assistance from juvenile court staff.

- **CJJC supports the collaboration of Kittitas County Juvenile Court Services with the Dispute Resolution Center of Yakima and Kittitas Counties in carrying out Victim Offender Mediation with juvenile offenders and their victims. VOM addresses all the outcomes this goal foresees.**
- **Additionally JPC's work with youth who are not eligible for VOM to complete an apology letter to victims when appropriate and assure community restitution hours are completed which in part addresses reintegration and repair of harm to the community.**
- **Collaborative efforts continue to be built and developed through partnerships which include the application of Family Team Decision Making and Multidisciplinary Teams with local school staff, DCFS, family members and providers of services to include substance abuse treatment staff and mental health providers.**

"Continue the work currently underway to enhance mental health services for at-risk and juvenile offenders and develop and implement gender specific services for girls."

- **CJJC supports and discusses gender specific services for girls provided by the Juvenile Probation Counselors through groups and classes.**
- **CJJC continues to support limited inter-agency collaboration to provide comprehensive mental health and social services to at-risk and Juvenile offenders, noting that the regional service providers set the standards, policies and procedures for this care which CJJC can only encourage.**

"Complete the Relative Rate Index annually"

- **2007 RRI was completed; 2008 RRI is in process of completion using local statistics.**

"Attend GJJAC trainings/workshops deemed critical by the GJJAC and OJJ, participate in scheduled CJJC conference calls and communicate regularly with GJJAC regarding JJ data, issues, information and technical assistance."

- **CJJC members and Coordinator have attended all trainings and workshops sponsored by GJJAC and have participated in all scheduled conference calls.**

Implementation

- **The Kittitas County CJJC continues to employ a Coordinator. The membership of CJJC is expanding slowly to include community youth service groups, CWU students and faculty, and interested community members.**
- **Meeting frequency has increased from quarterly to monthly at a regular time and place.**
- **Quarterly updates of work and financial reports are submitted and current.**
- **Outreach to community members in Upper County is still a goal of the CJJC.**
- **Fiscal oversight and personnel supervision continues to be provided by the Juvenile Court Services Department of Kittitas County.**

Submitted by:

Lowell F. Murphree, Coordinator

CJJC and CJAA Expansion Programs

Juvenile Court Services of Kittitas County

Update: Progress on Statement of Work
Kittitas County Community Juvenile Justice Coalition

March 2010

The purpose of the Kittitas County Community Juvenile Justice Coalition remains unchanged. Specific items listed are listed below followed by progress statements in bold.

"We will continue to work with the burgeoning Ellensburg Youth and Community Center and Youth Services of Kittitas County and with Central Washington University to attract and sustain youth involvement with CJJC."

Youth involvement efforts have shifted to including youth and young adults as presenters at meetings.

In 09-10:

- **4 high school aged court involved youth presented on their experiences in detention;**
- **1 twenty-three year old presented to the group on his experience of gang involvement while growing up in this community.**
- **4 CWU students attended meetings.**
- **Director of the Youth Services of Kittitas County joined the CJJC.**

"CJJC...will meet or hold informational events at least four times during the grant period"

- **CJJC shifted to conducting monthly meetings. The September – November meetings focused on issues surrounding juvenile detention. The January-March meetings have focused on Recognizing, preventing, and interdicting youth gang involvement.**

"Review, monitor and discuss non-offending youth...and status offenders presence in locked facilities."

- **The CJJC Coordinator meets regularly with Juvenile Court Administrator and with the AJCA/Probation Manager who monitor use of detention. 4 Youth in these categories were detained in the current program year.**

"Address juvenile delinquency prevention and system improvement efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system."

- **The CJJC has monitored for DMC without specific evidence of disproportionality. Detecting DMC continues to be a priority for the CJJC.**

"Reduce the number of children detained, minimize the number of youth who fail to appear in court or re-offend pending adjudication, redirect public funds toward successful reform strategies and improve conditions of confinement.

- **CJJC Coordinator supports the Juvenile Probation staff efforts to limit the number of children detained by early contact with law enforcement authorizing release to parent or guardian whenever appropriate.**
- **CJJC Coordinator supports Juvenile Court Staff efforts to minimize time lapse between offense and adjudication and actively promotes use of Restorative Justice research proven interventions to reduce the number of youth who re-offend pending adjudication.**
- **CJJC actively support direction of public funds toward Victim Offender Mediation program.**
- **CJJC has visited, toured and was in dialog with staff of the Yakima Juvenile Detention Facility.**

"Establish a collaborative Community-based approach to juvenile justice that holds juvenile offenders accountable to the people and communities they have harmed, enhances community safety and security, provides offender rehabilitation and reintegration and respects the rights of victims in the process."

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**FEDERAL GRANT APPLICATION
GENERAL TERMS AND CONDITIONS**

ATTACHMENT A

A. This GRANT APPLICATION consists of the following:

1. JJ-1 GRANT APPLICATION, signed by both the officials authorized to sign for the Applicant and for the Department. Once accepted for contracting, it will also contain:
2. JJ-2 APPROVED BUDGET AND SPECIAL CONDITIONS.

B. COMMITMENT TO UNDERTAKE AND COMPLETE PROJECT: The Contractor shall undertake and complete or cause to be undertaken and completed the project described in its GRANT APPLICATION as modified by the conditions and provisions of the JJ-2 form.

C. TIME OF PERFORMANCE: The term "Project Period" as used in this document means the period of time from the beginning date. The Contractor shall undertake and complete such performance in a sequence and manner ensuring the project's completion on or before the end of the project period.

D. MATCHING CONTRIBUTION: The Contractor shall contribute expenditures incurred by the Contractor in undertaking and completing the project as match for the reimbursement paid by the Department except for those expenses the Department has agreed to reimburse utilizing FEDERAL FUNDS. The matching contribution will be made on each financial voucher. Applications may be submitted without including a matching contribution.

E. REIMBURSEMENT: The Department shall reimburse a portion of the Contractor's eligible expenses utilizing FEDERAL funds up to and including the amount or percentage specified in the JJ-2 form, whichever is less. It is expressly understood that in no event shall the total amount or percentages reimbursed by the Department under this subsection exceed the amounts and percentages labeled in the JJ-2 form as FEDERAL funds. Reimbursement may be monthly or quarterly. Advance payments are prohibited (see paragraph V).

F. ELIGIBILITY OF REIMBURSABLE EXPENSES: The Contractor shall only be entitled to reimbursement for those expenses incurred during the project period or during an extension agreed on by the Contractor and the Department. Any extension shall be confirmed in writing by a contract amendment and allowable under FEDERAL regulations and guidelines. The Department shall not make the final payment until the Office of Juvenile Justice has approved the final progress report and the project's evaluation. Funds will be de-obligated no later than 90 days following the contract end date.

G. RETAINAGE: The Department may retain an amount not exceeding ten percent (10%) of the total FEDERAL funds awarded pending receipt of the final financial report and evaluation.

H PERSONNEL:

1. The Contractor shall provide or secure all personnel required to undertake and complete the project. Such personnel shall not be employees of or have any contractual relationship with the Department. (This provision does not apply to grants made to divisions or bureaus of the Department.) All personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such activities.
2. The Contractor shall supervise all of the activities of project personnel.
3. The "Project Director" shall be named in the GRANT APPLICATION. The Project Director may be changed by the Contractor, by a contract amendment.

I. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT: The Contractor, his or her employees, or his agents performing under this agreement, are not employees or agents of the Department. The Contractor shall not claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will he or she make any claim of right, privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

J. SUBCONTRACTING: None of the project activities described in the GRANT APPLICATION shall be subcontracted (other than in such manner as is clearly described in the GRANT APPLICATION) without prior written consent of the Department.

K. ACKNOWLEDGEMENT 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.

Federal OJJDP Funds:

"The preparation of this (plan, report, map, document, etc.) was aided by the Office of Juvenile Justice, DSHS, through a federal grant from the Office of Juvenile Justice and Delinquency Prevention of the U.S. Department of Justice, authorized under the Juvenile Justice, Runaway Youth and Missing Children's Act Amendments of 1992, through a grant approved by the Governor's Juvenile Justice Advisory Committee."

Federal BYRNE Funds:

"This project was awarded funds by the U.S. Department of Justice, Bureau of Justice Assistance (BJA), through the Justice Assistance Grant Program. Points of view or opinions contained within this document do not necessarily represent the official position or policies of the U.S. Department of Justice."

L. PROCUREMENT OF SERVICES, MATERIALS, SUPPLIES AND EQUIPMENT:

1. **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 must be obtained under applicable requirements in the Revised Code of Washington (RCW), provided, however, the following minimum procurement standards must be met unless more stringent local or state requirements exist.
2. **Review and Analysis.** The Contractor shall review all procurement actions to avoid purchasing unnecessary or duplicate items. Where appropriate, the Contractor shall make an analysis of lease and purchase alternatives to determine the most economical, practical alternative.
3. **Procurement by Formal Advertising.** The Contractor shall make all procurements by publicly advertised invitation for bids, sealed bids and public openings unless negotiation for procurement is appropriate as determined under the Department of Justice "Financial Management for Planning and Action Grants Guideline Manual" M7100.1 (series). Any procurement under state contract by a Contractor that is not a state agency will be considered a negotiated procurement and must be authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW). Procurements totaling \$5,000 or less need not be advertised unless otherwise required by state or local law or regulations.
4. **Procurement Descriptions.** Solicitation for bids or quotations shall contain a clear and accurate description of the technical requirements for the material, product, or service to be procured and exclude any unnecessary features restricting competition. When special brands or equipment types are specified in the GRANT APPLICATION or bid proposal, such specification shall be solely for the purpose of indicating the standards of quality, performance, or use desired. Suppliers developing or drafting specifications for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
5. **Action on Bids.** When sealed bids are obtained by formal advertisement.
 - a. Awards shall be made to the responsible bidder or bidders whose bid is:
 - 1) Responsive to the invitation for bids; and
 - 2) Most advantageous based on the evaluation of prices, delivery dates, quality and other pertinent factors.
 - b. Any and all bids may be rejected when it is in the Contractor's interest to do so and such rejections are in accordance with applicable state and local law, rules, and regulations.
6. **Procurement Methods.** The Contractor shall use the appropriate type of procuring instruments (i.e., fixed price contracts, cost reimbursable contracts, purchase orders, etc.) for the particular procurement and for promoting the best interest of the grant program involved. The contractor shall not use the "cost-plus-a-percentage-of-cost" method of procurement.
7. **Single Source and Sole Source Procurement.** The Contractor shall make single source and sole source procurements only as a last option and such procurements shall be approved in writing by the Department prior to the selection of vendors and accepted prices. For purposes of this contract, a proposed formally advertised or competitively negotiated procurement, for which only one bid or proposal is received, is deemed to be a sole source procurement.
8. **Collusion or Conflict of Interest.** The Contractor shall conduct all procurements so as to avoid collusion or actual conflict of interest as well as any possibility of appearance of collusion or conflict of interest.
9. **Contract Administration.** The Contractor shall maintain a system of contract administration by the Contractor to assure:
 - a. Vendor or suppliers conformance with the terms, conditions, and specifications of the contract or purchase order; and
 - b. Adequate expediting and timely follow-up of all deliveries.
10. **Documentation.** The Contractor must maintain procurement records or files providing for pertinent documentation and supporting the procurement action including the justification for the use of sole or single source or the negotiated method of procurement, contractor or vendor selection, and the basis for the cost or price negotiated.
11. **Small and Minority-Owned Business Sources.** The Contractor shall make a positive effort to utilize small and minority-owned business sources for supplies and services. Such positive efforts may include small and minority-owned business set-asides; and should include, where feasible, the breakout of work that could readily be handled by small and minority-owned businesses. The Contractor's efforts shall include the aggressive recruitment of small and minority-owned businesses for bidders' lists.

M. LICENSING AND ACCREDITATION STANDARDS: The Contractor shall comply with applicable local, state, and federal licensing and accrediting requirements/standards, necessary in the performance of this contract. (See Chapter 19.02 RCW for state licensing requirements/definitions.)

N. INSURANCE LANGUAGE: The Contractor shall at all times comply with the following insurance requirements.

1. **General Liability Insurance**
The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.
2. **Business Automobile Liability Insurance**
The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

N. INSURANCE LANGUAGE - CONTINUED

3. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

4. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

5. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

6. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

7. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

8. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

9. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

10. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

11. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. If the Contractor is a county or municipality and is self-insured or a member of an authorized risk-pool, the Contractor shall only be required to acquire and maintain additional insurance coverage if necessary to supplement the Contractor's self-insurance or risk-pool amount to meet the minimum limits described above. If a county or municipality is self-insured and purchases additional coverage, any and all policies must name DSHS and the State of Washington as additional insured,

O. BACKGROUND CHECKS:

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.

P. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT:

1. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, reports, plans, and other material prepared by the Contractor in connection with the project shall be the joint property of the Contractor and the Department.
2. No report, device, thing, or document of whatever kind or nature, produced in whole or in part in connection with the project shall be the subject of an application for copyright or patent by or on behalf of either party without the prior written approval of the Department.
3. **NONEXPENDABLE PERSONAL PROPERTY:** Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased with an initial unit cost of \$1,000 or more, in whole or in part with FEDERAL grant funds. On completion of the project, the Contractor will submit this inventory list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

Q. OWNERSHIP OF PROJECT MATERIALS, SUPPLIES AND EQUIPMENT - CONTINUED

4. When capital assets or equipment acquired with project funds are sold or cease to be used for Department approved juvenile justice purposes, the Contractor shall pass the underappreciated or resale value thereof (whichever is higher) to the Department in the same proportion as FEDERAL funds and STATE funds were utilized to acquire such property.

Q. ACCESS TO CONTRACTOR'S RECORDS AND PUBLIC AVAILABILITY OF INFORMATION:

1. Under applicable federal legislation and regulations, all records, papers, and other documents kept by the Contractor and its subgrantees and contractors relating to the receipt and disposition of project funds shall be made available upon request of FEDERAL, the U.S. Department of Justice, the Comptroller General, the Secretary of Labor, the Department, and their authorized representatives for the purpose of inspecting, auditing, examining, and making excerpts and transcriptions or copies, and to the public and press under the terms and conditions of the Freedom of Information Act (5 U.S.C. 552) and appropriate state acts.
2. 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, grant or contract awards, reports, books, papers or other documents maintained by the Contractor pertinent to activities supported by grant funds shall be made promptly available on request to any person for inspection and copying.
3. The Contractor shall comply with the requirements of the sections of the Department of Justice Financial and Administrative Guide for Grants M7100.1 (series) relating to the availability to the public of identifiable records or other documents pertinent to the receipt or expenditure of FEDERAL funds and the records of votes relating to the approval of plans or the allocation or award of FEDERAL funds. The Contractor shall include in any subgrant or contract involving funds provided under this contract, a condition requiring its subgrantees or contractors also to comply with such requirements.

R. MAINTENANCE OF RECORDS: The Contractor shall maintain for a period of five (5) years after the expiration of this Contract records that are sufficient to:

- Document the performance of all acts required by the Contract;
- Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
- Demonstrate accounting procedures and practices which sufficiently and properly reflect all expenditures made by the Contractor to perform under the Contract;
- Ascertain that personnel policies, procedures and practices were in compliance with the Contract and applicable state and federal law; and
- Ascertain that all taxes and insurance required by state and federal law and by the terms of the Contract were paid by the Contractor.

S. RIGHT OF INSPECTION: The Contractor shall provide right of access to its facilities to the Department, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

T. SAFEGUARDING OF CLIENT INFORMATION: The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this agreement is prohibited except by written consent of the recipient or client, his/her attorney, or his/her responsible parent or guardian.

U. AMENDMENT OF CONTRACT AND DEOBLIGATION OF FUNDS:

1. The Department or Contractor may from time to time request changes in the project including an increase or decrease in the amount of reimbursement or required matching contribution. It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid unless a contract amendment, signed by authorized representatives of the Parties hereto, is made. Changes in budget items not resulting in an increase in the FEDERAL funds, time extensions granted for the completion of performance, and change in the scope of Contractor's project not altering the basic project purpose may be authorized by the Department.
2. A contract amendment shall not be necessary for budget revisions amounting to less than ten percent (10%) of the total grant award or \$1,000 (cumulative total to be moved within budget categories), whichever is less. As soon as the Contractor identifies a change in expenditures which will require a budget amendment, a request for revision must be submitted to the Office of Juvenile Justice.
3. If, after the completion of the basic project and the Department's receipt of the final financial report, there are funds allocated but not required for the project, such funds shall be deobligated and no longer available for reimbursement. Deobligation shall occur when the Department sends a written notice, specifying such deobligation to the Contractor. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**
4. Only the Contracting Officer, or his/her delegate by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

V. ADVANCE PAYMENTS PROHIBITED: The Department shall not make any payment in advance or in anticipation of services or supplies to be provided under this agreement.

W. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all claims and/or damages to persons and/or property resulting from his/her/its negligent or intentional acts and omissions.

X. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business. The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, at the Department's discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Y. CONFLICT OF INTEREST: DSHS may, by written notice to the contractor.

- a. Terminate the right of the contractor to proceed under this contract for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW Chapter 42.52. This includes, but is not limited to prohibitions against offering DSHS employees, directly or indirectly, anything of economic value from a contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship " with DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of state business DSHS employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- b. In the event this contract is terminated as provided in (a) above, DSHS shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor. The rights and remedies of DSHS provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Officer under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of the agreement.

Z. TERMINATION:

1. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Department shall have the right to terminate this contract.
2. The Department may terminate this contract without recourse in the event that, for any reason, federal or state funds are not appropriated, allotted, or available to the Department for the purpose of meeting the Department's obligation hereunder. The Department shall provide written notice of such termination to the Contractor at least five (5) days prior to the effective date thereof.
3. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this contract shall be delivered to the Department within 10 days after termination. If this contract is terminated, the Department may reimburse the Contractor for obligations incurred through the effective date of termination.
4. Notwithstanding any other provisions of this contract, the Contractor shall not be relieved of liability to the Department for costs, if any, assessed against the Department or OJJDP, if such costs were incurred as a result of a breach of this contract by the Contractor; the Department may withhold payment to the Contractor until the exact amount of any such costs is determined.

AA. RESOLUTION OF CONFLICTING PROVISIONS:

1. In the event of conflict, the controlling documents shall be in the following order, applicable FEDERAL regulations and Guidelines; the Grant Award contract (JJ-1); the Approved Budget and Special Conditions (JJ-2); General Terms and Conditions.
2. Except as otherwise provided in this contract, when a bona fide dispute arises between the Department and the Contractor and it cannot be resolved, either party may request a dispute resolution with the Office of Juvenile Justice following the dispute resolution guidelines. Either party's request for a dispute resolution must:
 - a. Be in writing, and
 - b. State the disputed issues, and
 - c. State the relative positions of the parties, and
 - d. State the Contractor's name, address, and his/her Department contract number, and
 - e. Be mailed to the DSHS Office of Juvenile Justice (OJJ), PO Box 45828, Olympia WA 98504-5828, within (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in judicial or quasi-judicial tribunal.
3. This contract shall be governed by the laws of the State of Washington.

BB. NON-WAIVER OF DEPARTMENTS RIGHTS: The Department's failure to insist on the strict performance of any provision of this contract or to exercise any right based on a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.

CC. NONASSIGNABILITY OF CLAIMS/RIGHTS/CAUSE OF ACTION: The contractor shall not assign or transfer any claim/rights/cause of action arising under this contract.

DD. SEVERABILITY: If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

EE. LIMITATION OF AUTHORITY: Only the OJJ Office Chief or his/her delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract on behalf of DSHS. No alteration, modification, or waiver of any clause or condition of this contract is effective or binding unless made in writing and signed by the OJJ Office Chief.

FF. REPORTING REQUIREMENT:

1. Financial Reports. Financial reports must be submitted on the JJ-3 form. Financial reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due at the Department (15) days following the end of the quarter and must be submitted even if there are no expenditures for the period. **The final financial report must be submitted no later than 75 days after the contract end date.**

2. **Progress Reports.** Progress reports must be submitted on the JJ-4 form. Progress reports may be submitted monthly but are required at least quarterly for periods ending March 31, June 30, September 30, and December 31. Reports are due fifteen (15) days following the end of the quarter and must be submitted even if there was no project activity during the period. Progress reports become delinquent sixteen (16) days following the end of the quarter. No reimbursement shall be made to projects with delinquent progress reports.
3. **Evaluation Report.** An evaluation report, if required by the agreement, must be submitted no more than sixty (60) days after the end of the project period. A two to three (2-3) page executive summary must be included in the evaluation report. Three copies of the evaluation report must be submitted to the OJJ. Payment of the final financial report cannot be made until the required evaluation report is accepted by the Office of Juvenile Justice. **Additionally**, a six-month interim evaluation must be submitted to the OJJ no more than seven months from the start date of the contract. The interim report and final evaluation report must follow the OJJ required format. Contract funds will be deobligated no later than 90 days following the contract termination date. **No project expenditures will be reimbursed after that date, including costs associated with the final evaluation report.**

GG. OVERPAYMENT AND ASSERTION OF LIEN: In the event that DSHS establishes overpayment or erroneous payments made to the contractor under this contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

HH. NONEXPENDABLE PERSONAL PROPERTY: Contractors are required to maintain, as a part of the financial records of the grant, a readily identifiable inventory of property purchased in whole or in part with FEDERAL grant funds. On completion of the project, the Contractor will submit a list of property on hand to the Department together with the final expenditure report. The Department will notify the Contractor of the determination it has made concerning future use of the property. The Department shall withhold final reimbursement pending receipt of the inventory.

II. NONDISCRIMINATION: The Contractor shall comply with all federal and state nondiscrimination laws and regulations.

JJ. NONCOMPLIANCE WITH NONDISCRIMINATION PLAN: In the event of the contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this contract may be rescinded, canceled or terminated in whole or in part, and the contractor may be declared ineligible for further contracts with DSHS. DSHS shall, however, give the contractor reasonable time to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

KK. NON-SUPPLANTING CERTIFICATION FOR GOVERNMENTAL AGENCIES: By signature of its authorized representative on page 1 of the GRANT APPLICATION, the Applicant certifies that its non-federal 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 (if certification cannot be made, the applicant must attach a full explanation.)

LL. 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 all implementing or related rules and regulations).

MM. AUDIT REQUIREMENTS: Prior to reimbursement, the subgrantee agrees to submit to the Office of Juvenile Justice, DSHS, for review and approval, a copy of the latest entity audit and a copy of the resolution of any audit findings. The Office of Management and Budget (OMB) Circular A-133 or A-128 sets forth financial management standards for private non-profit organizations receiving federal assistance. All recipients of FEDERAL funds are responsible for compliance with the requirements of OMB Circular A-133 or A-128, and other applicable federal and state regulations. Private non-profit organizations shall arrange for independent audits which meet the requirements of OMB Circular A-133 or A-128. Private non-profit organization subgrantees shall submit a copy of their latest independent audit and the resolutions of any audit findings. Such audits must be made at least every two years.

NN. LOBBYING PROHIBITION: Under Section 294(c)(1) of the Juvenile Justice and Delinquency Prevention (JJDP) Act, funds paid under Section 223(a)(10)(D) and Section 224(a)(7), to any public or private agency, organization or institution or to any individual shall not be used to pay for any personal service, advertisements, telegram, telephone communication, letter, printed or written matter, or other device, intended or designed to influence a Member of the Congress or any other Federal, State, or local elected official to favor or oppose any Acts, bills, resolutions, or similar legislation, or any referendum, initiative, constitutional amendment, or any similar procedure by Congress, any State legislature, any local council, or any similar governing body. This subsection shall not preclude such funds from being used in connection with communications to federal, state, or local elected officials, on the request of such official through proper official channels, pertaining to authorization, appropriation, or oversight measures directly affecting the operation of the program involved. This applies to all contractors awarded federal funds by the Office of Juvenile Justice.

OO. DEBARMENT: By signature of its authorized representative on page 1 of this Grant Application, the Applicant certifies, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. If certification cannot be made, the Applicant must attach a full explanation. (This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities.)

PP. DRUG-FREE WORKPLACE ACT: The Contractor shall maintain work places as free as possible from alcohol and illegal drugs. Further, the Contractor shall provide an opportunity for recovery to any employee whose use of alcohol and/or drugs has produced a dependency harmful to his/her work.

QQ. COMPLIANCE WITH STATE AND FEDERAL LAW: At all times during the term of the Contract, the Contractor shall comply with all applicable state and federal laws and regulations, including without limitation all applicable ethics, nondiscrimination, worker's compensation, occupational disease, and occupation health and safety laws, statutes, and regulations. Neither the state of Washington nor DSHS shall be held responsible in any way for claims filed by the Contractor or its employees for services performed under the terms of this Contract.