

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/20/21 BC 08/03/21	
Subject:	Sign County Program Agreement with Department of Children, Youth and Families (DCYF)/Office of Juvenile Justice (OJJ) Programs for Juvenile Detention Alternatives Initiative (JDAI) Agreement No. 2163-23904	
Presenter:	N/A	
Prepared By:	Rosa Garcia	
Reviewed By:	Darryl Banks	
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)	
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)	
<input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion <input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution <input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance <input type="checkbox"/> Execute Contract	

Summary / Background Information

The Juvenile Detention Alternative Initiative (JDAI) uses data driven decision making to review which youth are being detained in detention and to determine which youth should be eligible for a lesser restrictive environment that does not compromise public safety and will ensure the youth will appear at future court hearings, improve court processes, identify and reduce racial disparities, evaluates the conditions of confinement, and identifies special detention cases for analysis of processes and practices. The end results of JDAI is the delivery of a juvenile court system that makes program decisions based on accurate and complete data; detains youth that pose a risk to the community or who have tried to take advantage of less restrictive alternatives; provide a continuum of options for holding youth accountable for criminal behavior and non-compliance; delivers a swift and fair court process and delivers programs that are culturally appropriate and evidence based; and provides for appropriate alternatives to secure confinement. The Benton-Franklin Counties Juvenile Justice Center has been a JDAI site since 2007.

The Benton-Franklin Counties Juvenile Justice Center will address the eight strategies of JDAI, to include Collaboration & Governance, Utilizing Data, Detention Admission Policies, Alternatives to Detention, Expediting Case Processing, Reduce Detention for Warrants, Reduce Detention for Probation Violations, Reduce Racial Disparities, Conditions of Confinement, and Domestic Violence Youth. The term of this agreement is July 1, 2021, to June 30, 2023.

The State will pay according to the conditions set forth in Exhibit A, Statement of Work of the Program Agreement.

Fiscal Impact

This project is grant funded. The maximum amount payable to the Counties is not to exceed \$49,000.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the JDAI Program Agreement No. 2163-23904.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) GRANT APPLICATION BETWEEN THE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES (DCYF), OFFICE OF JUVENILE JUSTICE (OJJ) AND THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, Darryl Banks, Administrator of the Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the JDAI Grant Application between the Benton-Franklin Counties Juvenile Justice Center and the Department of Children, Youth, and Families (DCYF), Office of Juvenile Justice (OJJ), be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2023, for a maximum amount payable to the Counties by the Office of Juvenile Justice (OJJ) not to exceed Forty-Nine Thousand Dollars (\$49,000.00); NOW, THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington, the Boards concur with the Administrators recommendation and hereby approves the Juvenile Detention Alternative Initiative (JDAI) Grant payable to the Counties in the amount not to exceed Forty-Nine Thousand Dollars (\$49,000.00); and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached JDAI Program Agreement No. 2163-23904; and

BE IT FURTHER RESOLVED, the term of the attached contract commences July 1, 2021 and expires on June 30, 2023.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair of the Board

Chair Pro Tem

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board



COUNTY PROGRAM AGREEMENT JDAI Implementation

DCYF Agreement Number
2163-23904

This Program Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number
I-501-00321
County Agreement Number

DCYF ADMINISTRATION
Department of Children, Youth, and Families

DCYF DIVISION
Children, Youth and Families

DCYF INDEX NUMBER
1122

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
Benton County

COUNTY ADDRESS
BentonFranklin Counties Juvenile Justice Center
5606 W Canal Place Suite 106
Kennewick, WA 99336

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME
Darryl Banks

COUNTY CONTACT TELEPHONE
(509) 783-2151

COUNTY CONTACT FAX
(509) 736-2728

COUNTY CONTACT E-MAIL
darryl.banks@co.benton.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?
No

CFDA NUMBERS

PROGRAM AGREEMENT START DATE
07/01/2021

PROGRAM AGREEMENT END DATE
06/30/2023

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$49,000.00

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:

- Exhibits (specify): No Data Security Exhibit , Exhibit A: Statement of Work, Exhibit B: Approved Budget
 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)

Darryl Banks

PRINTED NAME(S) AND TITLE(S)

Administrator, BFJJC

DATE(S) SIGNED

6/28/2021

DCYF SIGNATURE

Rachel Denney

PRINTED NAME AND TITLE

Rachel Denney, DCYF HQ Contract Mgr

DATE SIGNED

6/29/2021

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 eight county juvenile courts has adopted as a detention reform and system improvement initiative.
2. **Purpose.** To provide funding to the eight 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 15 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 15 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.
 - h. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

Special Terms and Conditions

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

Special Terms and Conditions

- 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 invoiced 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 result in OJJ identifying additional funding to achieve the above mentioned target.

Special Terms and Conditions

Exhibit A—STATEMENT OF WORK

Benton-Franklin Counties JDAI Implementation

1. Contractor Obligations:

Benton-Franklin Counties Juvenile Court shall:

a. Work to achieve the goals outlined in the submitted Implementation Plan; incorporated by reference herein:

- (1) Increase detention alternative opportunities:
 - a) Re-establish community-based Service Learning projects.
 - b) Transition the focus of the Service Learning Facilitator from detention to the community.
 - c) The Service Learning Facilitator will engage with community agencies to develop projects.
 - (2) Continue to develop a trauma responsive detention experience:
 - a) By continuing to provide DBT skills classes in detention;
 - b) By maintaining the Detention Program Specialist position;
 - c) By engaging additional staff in DBT training;
 - d) By re-establishing the Hope Builders Volunteer Program in detention;
 - e) By increasing the hours of the current Hope Builder position; and
 - f) By continuing to recruit volunteers to work with youth in detention.
 - (3) Work to reduce racial and ethnic disparities:
 - a) By reviewing data related to probation violation though a new report to be built within the local data base that will provide demographic data, days in detention, and probation violation reasons; and
 - b) By ensuring staff are able to participate in the Cultures Connecting Training supported through the JDAI State Steering Committee as well as other opportunities when available.
- b. Complete and submit the following Quarterly Data Report: Admissions to Detention by the 15th of each month following the end of the quarter.**

2. JDAI Quality Assurance Requirements:

Benton-Franklin Counties 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 at least two in person site visits if COVID restrictions and DCYF Agency protocol allow.

3. Deliverables:

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

Special Terms and Conditions

- a. Quarterly Progress Reports (aka: Stoplight Report) by the 15th of the month following the end of the quarter: October 15th, January 15th, April 15th, and July 15th.
- b. Quarterly Data Reports (identified in Sec. 1.b.) by the 15th of the month following the end of the quarter; and
- c. Financial Reports to be submitted on a quarterly basis (October 15th, January 15th, April 15th, and July 15th) at a minimum; however, monthly submissions are also acceptable.
- d. Annual Results Report due by March 15th, 2022 for the 2021 Calendar Year and by March 15th, 2023 for the 2022 Calendar Year.

4. Consideration:

The total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is **\$24,500 (Fiscal Year 1)** and **\$24,500 (Fiscal Year 2)** for activities occurring between July 1, 2021 and June 30, 2023 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, 2022. All grant funds for Fiscal Year 2 must be expended by June 30, 2023. 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 Deputy 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.

Special Terms and Conditions

Exhibit B—APPROVED BUDGET: Year 1 & Year 2

Benton-Franklin Counties JDAI Implementation

<p style="text-align: center;">OFFICE OF JUVENILE JUSTICE</p> <p style="text-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-501-00321	State Proviso	7/1/2021
	PROJECT TITLE:	JDAI Implementation: Year 1	
PROJECT PERIOD:	7/1/2021 to 6/30/2022		

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	\$15,000	FEDERAL	\$0.00	0.00%
SUPPLIES	\$8,000	SUBGRANTEE IN-KIND MATCH	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$0.00	PROJECT INCOME	\$0.00	0.00%
EQUIPMENT CAPITAL/OUTLAY	\$0.00	OTHER FUNDS	\$24,500	100.0%
TRAVEL	\$1,500			
CONTRACTUAL	\$0.00			
INDIRECT	\$200			
TOTAL BUDGET	\$24,500	TOTAL PROJECT FUNDS	\$24,500	100%
SUBGRANTEE		FINANCIAL OFFICER		
Benton-Franklin County Juvenile Justice Center		Shela Berry, 509-736-2721		
SIGNING AUTHORITY		PROJECT DIRECTOR		
Darryl Banks, Administrator		Eric Lipp, 509-736-2535		

SPECIAL CONDITIONS:

1. The next Progress Report is due: **October 15, 2021**
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.

Special Terms and Conditions

<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-501-00321	State Proviso	7/1/2021
	PROJECT TITLE:	JDAI Implementation: Year 2	
	PROJECT PERIOD:	7/1/2022 to 6/30/2023	

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	\$15,000	FEDERAL	\$0.00	0.00%
SUPPLIES	\$8,000	SUBGRANTEE IN-KIND MATCH	\$0.00	0.00%
OTHER SERVICES AND CHARGES	\$0.00	PROJECT INCOME	\$0.00	0.00%
EQUIPMENT CAPITAL/OUTLAY	\$0.00	OTHER FUNDS	\$24,500	100.0%
TRAVEL	\$1,500			
CONTRACTUAL	\$0.00			
INDIRECT	\$200			
TOTAL BUDGET	\$24,500	TOTAL PROJECT FUNDS	\$24,500	100%
SUBGRANTEE		FINANCIAL OFFICER		
Benton-Franklin County Juvenile Justice Center		Shela Berry, 509-736-2721		
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NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks 6-30-2021
Darryl Banks, Juvenile Court Administrator Date

BENTON COUNTY APPROVAL

Approved as to Form:

Steph Hallstrom 06/30/21
Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____