

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Lorraine Rimson,
Superior Court Commissioner

DATE: February 5, 2024

SUBJECT: Contract with Center for Children and Youth Justice ("CCYJ")

STATEMENT OF ISSUE:

The Superior Court wishes to enter into a contract with CCYJ to facilitate program planning for the Safe Babies Approach ("Services") within Tribal Communities in the North Peninsula area.

BACKGROUND:

In support of the national Infant-Toddler Court Program (ITCP)'s priorities to continue and expand research-based infant-toddler court (ITC) teams to change child welfare practices and improve the early developmental health and wellbeing of infants, toddlers, and their families, the Jefferson County Superior Court will develop and facilitate an assessment and planning process in the North Peninsula region, to determine if, and how, the Safe Babies Approach can be adapted to meet the needs of Tribal Communities in the area. This process will culminate in a report that outlines the structure of the future program, how it aligns with the Core Components of the Approach and HRSA funding requirements, and the Tribal Communities agreeing to participate. (From Exhibit A, Statement of Work as set forth in the proposed Contract.)

FISCAL IMPACT/COST-BENEFIT ANALYSIS:

None anticipated at this time. This is a grant-funded contract.

RECOMMENDATIONS:

The Superior Court requests that the Board approve the contract.

REVIEWED BY:


Mark McCauley, County Administrator

1/24/24

Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Center for Children & Youth Justice

Contract No: CCYJ

Contract For: Safe Babies Approach Services within Tribal Communities

Term: Jan 1 - June 30, 2024

COUNTY DEPARTMENT: Superior Court

Contact Person: Lorraine Rimson

Contact Phone: 102

Contact email: LRimson@co.jefferson.wa.us

AMOUNT: N/A

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☒ Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 8.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 1/24/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 1/19/2024.
PAO Approval as to form 01/19/2024

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

**Professional Services Agreement
BETWEEN
The Center for Children & Youth Justice
and
Jefferson County and Jefferson County Superior Court**

This Professional Services Agreement ("Agreement") is made between the Center for Children & Youth Justice ("CCYJ"), and Jefferson County and Jefferson County Superior Court ("Jefferson County") in consideration of the mutual benefits, terms, and conditions specified below.

1. Scope of Services: Under this agreement, for the period defined below, Jefferson County shall facilitate program planning for the Safe Babies Approach ("Services") within Tribal Communities in the North Peninsula area, as outlined and incorporated herein by reference in **Exhibit A – Statement of Work**.

2. Definitions:

- A. "Early Childhood Court (ECC)" means a therapeutic court as defined in RCW 2.30 that provides an intensive court process for families with a child under age three who has been found dependent pursuant to chapter 13.34 RCW.
- B. "Infant-Toddler Court Program" means the Infant Toddler Court Program administered by the Health Resources & Services Administration ("HRSA"), the purpose of which is to continue and expand research-based infant-toddler court (ITC) teams to change child welfare practices and improve the early developmental health and well-being of infants, toddlers, and their families.
- C. "Jefferson County" means Jefferson County and Jefferson County Superior Court.
- D. "Jefferson County Representative" means the Superior Court Judge of Jefferson County.
- E. "North Olympic Peninsula and Quimper Peninsula Area" means the area that includes the Reservations and Lands of the Port Gamble S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Tribe, Jamestown S'Klallam Tribe, Hoh Tribe, and Quileute Tribe and that includes but is not defined by the boundaries of Clallam and Jefferson Counties.
- F. "Safe Babies Approach" or "Services" means ZERO TO THREE's Safe Babies approach, the goal of which is to prevent maltreatment and neglect of babies and toddlers and to keep families together.
- G. "Tribal Community or Communities" means the following Indian Tribes: Port Gamble S'Klallam Tribe, Lower Elwha Klallam Tribe, Makah Tribe, Jamestown S'Klallam Tribe, Hoh Tribe, and Quileute Tribe.

3. Performance Period: This agreement shall be in effect for a period beginning January 1, 2024, and ending on June 30, 2024.

4. Compensation and Method: CCYJ shall compensate Jefferson County for completed work and for services rendered as follows:

- (a) As payment for the services specified herein, Jefferson County shall be paid \$5,000 on a monthly basis for the term of the agreement. Total compensation for the duration of the agreement for services rendered shall not exceed \$30,000.00. Except as otherwise set forth in this Agreement, Jefferson County shall be solely responsible, and will not be reimbursed by CCYJ, for any costs, fees, and/or expenses incurred in rendering the services required hereunder.
- (b) Invoices shall be submitted by the 14th day of every month for the preceding month. Properly prepared and presented invoices will be paid by CCYJ. Payment terms are net thirty (30) days after CCYJ's receipt of HRSA reimbursement funding. The final invoice must be submitted no later than the fourteenth (14th) calendar day after the expiration or termination of this Agreement. The final invoice for the services outlined in this Agreement should be submitted no later than July 14, 2024.
- (c) All Jefferson County invoices must be accompanied by the information requested in the Monthly Site Report template, which format is incorporated by this Agreement as **Exhibit B**.
- (d) All Jefferson County invoices must include: (a) an invoice number and date, and (b) a brief description of invoiced work.
- (e) All invoices must be signed by the Jefferson County representative, who shall certify that the invoiced amounts are accurate and that Jefferson County has in its possession records for all amounts for which payment is requested. Each Jefferson County invoice shall be emailed to invoice@ccyj.org.
- (f) Total compensation for all services shall not exceed \$30,000.00.
- (g) This Agreement is funded through grant funding provided by the Department of Health and Human Services, Health Resources and Services Administration (HRSA). All work completed under this contract must comply with Exhibit C, which is incorporated herein by reference, as if set out in full.
- (h) All records and accounts pertaining to this Agreement by CCYJ must be kept available for inspection by representatives of the County and the state for a period of six (6) years after final payment. Copies shall be made by CCYJ upon

request by the County. This provision shall survive the term of the Agreement and any termination or expiration of this Agreement.

5. Independent Contractor. This Agreement does not create an employment relationship between Jefferson County or any of its officers, agents, or employees, and CCYJ. In providing services under this Agreement, Jefferson County is an independent contractor, neither Jefferson County nor its officers, agents, or employees are employees of CCYJ for any purpose and no employee relationship shall be created between Jefferson County and CCYJ pursuant to this Agreement.

Jefferson County will retain the right to perform similar services for other entities during the term of this Agreement, provided that the performance of such services for other entities does not result in added cost to CCYJ, delay or interfere with the performance of the services for CCYJ, create a conflict of interest with CCYJ, or otherwise affect Jefferson County compliance with the terms and conditions of this Agreement.

6. Intellectual Property and Confidentiality. In connection with the Agreement, Jefferson County shall: (a) share any Confidential Information only with those employees with an absolute need to know to perform the Services; (b) hold CCYJ's Confidential Information in strict confidence; (c) hold individual's Confidential Information confidential in accordance with applicable law; and (d) use all Confidential Information only as necessary to perform the Services. This provision is limited by the requirements of the Washington Public Records Act, chapter 42.56 RCW, applicable to Jefferson County.

The obligations of Jefferson County pursuant to this Section shall survive any termination or expiration of this Agreement. In the event of any violation of this Section, in addition to any other rights and remedies, CCYJ is entitled to seek immediate injunctive relief. Confidential information is defined as financial and other information of CCYJ and information about persons, including names, addresses, mental and physical health data, family history and other like information of a private or confidential nature. This definition is limited by the Washington Public Records Act, chapter 42.56 RCW, applicable to Jefferson County.

7. Product Ownership. At the completion of the project, all work products, with the exception of financial and accounting records, shall become the property of CCYJ.

8. Regulations and Requirements. Jefferson County and CCYJ will comply with all applicable laws, rules, regulations, ordinances, and/or codes of the United States of America and the State of Washington. **Exhibit C -- HHS Terms and Conditions 2023-24** is incorporated by this reference.

9. Non-Discrimination Clause. Jefferson County shall not discriminate in its work on account of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

10. Debarment: By signing this Agreement, Jefferson County certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal (Executive Order 12549), state, or city department or agency. Jefferson County also agrees to include the above requirement in any and all subcontracts in which it enters. Jefferson County shall immediately notify CCYJ if it becomes debarred.

9. Domestic Preferences for Procurement. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

11. Modifications. Neither party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Changes to this Agreement, including the total amount of compensation, the scope of work, and the contract duration, must be mutually agreed to in writing by the signatories hereto and subject to the same formality as adoption of the Agreement. Section headings are inserted for convenience only and do not affect the terms of this Agreement.

12. Termination. Either party shall have the right to terminate this Agreement for any reason by giving 10 days' written notice to the other party.

13. Governing Law/Venue. The parties agree that any disputes concerning this Agreement will be resolved in King County Superior Court and that any such disputes relating to this Agreement are to be governed by and enforced according to the laws of the State of Washington.

14. Indemnity. For its comparative liability, each party agrees to defend, indemnify and hold the other Party, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and against any claims, injuries, damages, losses, suits, or expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage or destruction of property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act of

omission, negligent or otherwise of its officers, officials, employees, agents or volunteers (and their marital communities). A Party shall not be required to indemnify, defend, or hold the other Party or its officers, officials, employees, agents or volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage or destruction of property (including the loss of use resulting therefrom) is caused by the sole act or omission of the Other Party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the Parties and their officers, officials, employees, agents, and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each Party and its officers, officials, employees, agents or volunteers. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the Parties shall not be limited by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act, or other employee benefit act. Each Party expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party, its officers, officials, employees, agents and volunteers (and their marital communities). A Party's waiver of immunity does not extend to claims made by its own employees directly against that Party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

15. Insurance. Each party certifies that it is adequately insured and shall be responsible for losses for which it is found liable.

16. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices shall be sent to the following addresses:

CCYJ:	JEFFERSON COUNTY:
Morgan Silverman Director of Innovation msilverman@ccyj.org	Brandon Mack Superior Court Judge bmack@co.jefferson.wa.us
300 Elliott Avenue W, Suite 360	1820 Jefferson Street P.O. Box 1220
Seattle, WA 98119	Port Townsend, WA 98368

17. Entire Agreement. This Agreement, and all attachments referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings, whether written or oral.

18. No Assignment. Neither party shall subcontract or assign any services or obligations covered by the Agreement without the express written consent of the other party. Assignment does not include printing or other similar expenses that may be necessary to perform work under the Agreement.

19. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. Waiver by any party of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute waiver of any other provision.

20. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for King County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. Both parties hereby consent to the personal jurisdiction of the Superior Court of the State of Washington for King County.

21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

22. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

23. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.

24. No Assignment. CCYJ shall not sell, assign, or transfer any rights obtained by this Agreement without the express written consent of the County.

25. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.

26. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.

27. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

28. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

29. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, CCYJ agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. CCYJ further agrees that upon receipt of any written public record request, CCYJ shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

JEFFERSON COUNTY WASHINGTON

**CENTER FOR CHILDREN &
YOUTH JUSTICE**

Board of County Commissioners
Jefferson County, Washington

Kate Dean Chair Date

Heidi Eisenhour, Commissioner Date

Greg Brotherton, Commissioner Date

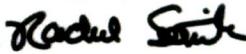
SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

Barbara D. Ehrlichman 1/19/2024
Barbara D. Ehrlichman Date
Civil Deputy Prosecuting Attorney

DocuSigned by:

96F663FD260840A

Rachel Sottile, MS

Name: Rachel Sottile

Title: President & CEO

Date: 01/18/2024

Exhibit A Statement of Work

Goal: In support of the national Infant-Toddler Court Program (ITCP)'s priorities to continue and expand research-based infant-toddler court (ITC) teams to change child welfare practices and improve the early developmental health and wellbeing of infants, toddlers, and their families, the Jefferson County Superior Court will develop and facilitate an assessment and planning process in the North Peninsula region, to determine if, and how, the Safe Babies Approach can be adapted to meet the needs of Tribal Communities in the area. This process will culminate in a report that outlines the structure of the future program, how it aligns with the Core Components of the Approach and HRSA funding requirements, and the Tribal Communities agreeing to participate.

The Center for Children & Youth Justice (CCYJ), in collaboration with the Washington State Administrative Office of the Courts (AOC) (collectively known as the State Team), will support the Jefferson County Superior Court in developing expertise in the Safe Babies approach and the activities and structure of the Early Childhood Courts in Washington State, as well as provide connection to current stakeholders engaged in this process and information regarding HRSA funding guidelines and expectations. Additional support will be provided in training, technical assistance, and coordination (as necessary).

The scope of work for the Jefferson County Superior Court includes the following activities:

1. Identify one individual to lead this process in the North Peninsula region and serve as the primary contact for CCYJ. Superior Court Judge Brandon Mack will make the appointment.
 - Meet monthly with CCYJ and other State Team members, as necessary, to provide regular updates on plans and progress.
 - Work collaboratively with judicial officers within the Jefferson County Superior Court to leverage current relationships and outreach new and potential connections to Tribal Communities in the region.
 - Complete a monthly written report that briefly outlines the activities, accomplishments, and challenges experienced within the month, as well as provide some minimal data reporting. The report template at **Exhibit B – Monthly Site Report** and should be emailed to enicewonger@ccyj.org by the 5th of the following month.
2. Develop expertise in the Safe Babies Approach, so as to have a complete and nuanced understanding of the creative opportunities available within this project. Additionally, hold an understanding of the expectations and limitations of the HRSA funding and the scope of the project.
 - Collaborate with CCYJ staff and State Team members for training and technical assistance.
 - Attend trainings and individual consultations provided by National ZERO TO THREE to increase knowledge of their work, the core components of the Safe

Babies Approach, and activities that are key to successful court programs across the country.

- Observe current ECC dockets, either in-person or via web-based platforms
 - As possible, participate in at least one Community of Practice calls for Judges, facilitated by the National Council of Juvenile and Family Court Judges.
3. Facilitate a community-based, inclusive process that works collaboratively with Tribal Communities in the region, gathering information, insights, and local expertise on the needs of Tribal Communities, specific to infants and toddlers, ages zero to three, and their families who are either entering the Dependency systems, or at risk of entering the Dependency system.
- Identify the varying and unique needs of the various Tribal Communities, and gather recommendations for ways those needs can be met.
 - Outreach communities in a flexible manner – and in alignment with what works best for the variety of individuals, Tribes, elders, community service providers, and other local stakeholders – either attending in person, over zoom, and individual or group meetings.
 - Schedule, coordinate, and facilitate meetings and roundtable discussions.
 - Coordinate with CCYJ for any necessary training or technical assistance that can be provided, either within communities (for example, requesting the State Team provide a presentation on the Core Components during a roundtable) or in support of this assessment process (for example, working with the National Indian Child Welfare Association (“NICWA”) to develop an agenda for a roundtable).
4. Attend trainings provided by NICWA – either live or recorded – regarding Native history, Cross Cultural Communication, and other salient topics related to outreaching, engaging with, and collaborating with Tribal Communities.
- Work with CCYJ to access individual consultation with NICWA, as needed.
5. Produce a final report that outlines the recommendations for utilizing the HRSA funds to implement the Approach in the region. The report should include:
- Key activities of the assessment process, including a summary of the areas of need identified by each Tribal Community
 - An outline of the proposed project, including the geographic region to be served
 - Key components of the proposed project
 - How the program aligns with the Early Childhood Court work in Washington State and the Core Components of the Safe Babies Approach
 - A list of Tribal Community members, and other community stakeholders and experts, who participated in the planning process
 - An additional list of the Tribes agreeing to participate in the proposed program
 - A budget outlining how the proposed program falls within the HRSA funding allotted to the County.

Exhibit B
Jefferson County Superior Court
Monthly Site Report

Reporting Month:
Person completing report:

Please outline the primary activities that occurred this month.

What were some of the biggest accomplishments this month?

What are some of your biggest challenges this month? Please note if, and what, kinds of support can be provided by CCYJ, AOC, National ZERO TO THREE, HRSA, or other partnering organizations.

Please share a 2-3 sentence project update for this month's ECC Newsletter sent to statewide stakeholders. This can include a brief "snapshot" of your work over the month, recent activities, celebrations, challenges your team is seeking to address, upcoming events, or other announcements.

Please provide the following data:

Number of family or community representatives engaged in program advisory or leadership activities this month (including ACT, leadership, and family team meetings)	
Number of P-3-serving professionals reached through outreach, training, or TA activities, disaggregated by role (e.g., judge, attorney, child welfare worker, health provider) this month (including meetings with potential new community partners, SBCT trainings, and outreach of new SBCT providers)	

Please return this form to Emily Nicewonger at enicewonger@ccyj.org.

Forms should be returned by the 5th of each month, for the previous months' reporting.

Exhibit C -- HHS Terms and Conditions
HHS Health Resources and Services Administration
Incorporated by Reference

The following terms required by federal law are incorporated by reference into the Agreement as if set out in full:

Funding for this Agreement is authorized under Social Security Act, Title V, §501(a)(2) (42 U.S.C. §701(a)(2)), as amended.

Vendor must comply with all terms and conditions outlined in this Agreement, including the policy terms and conditions in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, applicable; as well as any requirements or limitations in any applicable appropriations acts.

All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). **Parts I through III** of the HHS GPS are currently available at

<http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.

Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.

This Agreement is subject to 45 CFR 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards, as applicable:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=30621845bd2ad83c59830acc38c63470&mc=true&node=pt45.1.75&rgn=div5>.

This Agreement is subject to the requirements of 48 CFR 3.908 (found at <http://www.ecfr.gov>) implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" apply to this award. This notice requires that Subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <http://uscode.house.gov/browse.xhtml>.

HRSA requires recipients of Federal fund to use the following acknowledgement and disclaimer on all products produced by HRSA grant funds:

"This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with nongovernmental sources. The contents are those of the author(s) and do not

necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government.”

Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs. Additional information can be found at: <https://www.hrsa.gov/grants/manage/acknowledge-hrsa-funding>

Subrecipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320-7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item.... For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Executive Order 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at: <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

This Agreement is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the term, go to <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Project Director identified in this Agreement.

To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases.

Please see <https://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances, a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin.

Please see the link below to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.

<https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>

This award is subject to requirement as set forth in 2 CFR 25. It is incumbent that you, if you are a Subrecipient, to maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active Subaward or an application or plan under consideration, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. Note: SAM information must be updated at least every 12 months to remain active. Register at www.SAM.gov.

In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By "same sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. By "same sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IVA, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

Subrecipients must maintain adequate property and equipment records in accordance with 45 CFR 75. A Real Property Report is due annually. The Tangible Personal Property Report is required at Award closeout.

https://www.ecfr.gov/cgi-bin/text-idx?SID=1a98b9bd3c1a44cc801c7b67032a4a3c&mc=true&node=sg45.1.75_1310_675_1315.sg1&rgn=div7

The Further Consolidated Appropriations Act, 2020, Division H, § 202, (P.L.116-94) enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant and cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to subrecipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with the recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the nonfederal entity may pay the excess from nonfederal funds.

Consistent with 45 CFR 75.113, subrecipients must disclose, in a timely manner, in writing to CCYJ and the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to CCYJ and to the HHS OIG at the following addresses:

Center for Children & Youth Justice
ATTN: Catherine Musangi, Vice President of Mission Support
300 Elliott Ave West, Suite 360
Seattle, WA 98119
cmusangi@ccyj.org (Include "Mandatory Grant Disclosures" in subject line)

and

U.S. Department of Health and Human Services

Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building, Room 5527
Washington, DC 20201
Fax: (202) 205-0604 or
Email: MandatoryGranteeDisclosures@oig.hhs.gov (Include "Mandatory Grant Disclosures" in subject line)

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension and debarment (See also 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

If the total Federal share of this Agreement is more than \$500,000 over the period of performance, Appendix XII to CFR Part 45 is applicable to this award, Recipient Integrity and Performance Matters, which requires Subrecipient to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).