



Janice K. Brewer
Governor

State of Arizona
Governor's Office for Children, Youth and Families

Tammy B. Paz Combs
Acting Director

Cochise County
Juvenile Court Services
DEC 30 2013
Received Bisbee, AZ

December 27, 2013

Ms. Denise Caraballo
Probation Services Division Director
Cochise County Juvenile Court
P.O. Box 4219
Bisbee, Arizona 85603

Re: Subgrantee Agreement No. JB-CSG-14-4365-01
The Juvenile Accountability Block Grant (JABG) Funding
Federal Funds CFDA No. 16.523
Governor's Office for Children, Youth and Families - Division for Children

Dear Ms. Caraballo:

Three contracts to provide up to \$21,778 to support the Juvenile Accountability Block Grant Program are enclosed for signature. The match amount committed by your organization is \$2,420.

- **WHEN THE DOCUMENTS ARE SIGNED, KEEP ONE DOCUMENT AND RETURN TWO OF THE ORIGINAL SIGNED DOCUMENTS BY JANUARY 10, 2014 TO:**

State of Arizona
Governor's Accounting Office
Attn: Sarah Bean, Procurement Manager
1700 West Washington Street, Suite 500
Phoenix, AZ 85007

The Governor's Office for Children, Youth and Families looks forward to a mutually beneficial relationship during this contract period. Should you have any questions regarding the contract or the deadline for return, please contact me at sbean@az.gov. **Unreturned documents may affect the start date of this transaction.**

Sincerely,

Sarah Bean
Procurement Manager

cc: Sonya Pierce Johnson, JABG Program Administrator

CCJCS AGREEMENT

JB-CSG-14-4365-01

Between the

**STATE OF ARIZONA,
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH & FAMILIES
GRANTOR**

And the

COCHISE COUNTY JUVENILE COURT SERVICES, GRANTEE

This Juvenile Justice and Delinquency Prevention Agreement ("Agreement") is entered into by and between the State of Arizona, Governor's Office for Children, Youth and Families ("Grantor"), located at 1700 West Washington, Suite 230, Phoenix, Arizona 85007 and the Cochise County Juvenile Court Services ("Grantee"), located at 915 Tovreaville Road, Bisbee, Arizona 85603.

WHEREAS, A.R.S. § 41-101.01 et seq. authorizes the State of Arizona, the Governor's Office for Children, Youth and Families to execute and administer grants and is charged with the responsibility of administering funds and programs pursuant to the U.S. Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention's Juvenile Accountability Block Formula Grant ("JABG") program. 21st Century Department of Justice Appropriations Authorization Act Pub. L. No. 107-273, §1801, 116 Stat. 1758 (2002) (codified as amended at 42 U.S.C. § 3796e (2006)).

WHEREAS, A.R.S. §11-201 authorizes the Cochise County Juvenile Court Services ("Grantee") to execute and administer contracts.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties enter into this agreement as follows:

I PURPOSE OF AGREEMENT

The Grantor hereby grants funding to the Grantee solely for the project and in the following amount set forth herein. The Grantee shall administer the Drug Court Program, which provides intensive supervision and treatment for adjudicated juvenile offenders between the ages of 14 and 17 with moderate to severe substance abuse issues.

The Grantee agrees to comply with all applicable Federal and State statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Grantor will provide the financial, programmatic and administrative guidelines and statutory program purposes for the Commission grant program funding. The Grantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds.

II TERM OF AGREEMENT/ EFFECTIVE DATE

The term of the Agreement shall commence January 1, 2014 and shall remain in effect until December 31, 2014, contingent upon final State funding, unless terminated, canceled or extended as otherwise provided herein.

III. DESCRIPTION OF SERVICES

The Grantee shall:

- a. Administer the Cochise Count Juvenile Drug Court Program with the goals to curtail substance abuse and reduce delinquent behavior among participants.
- b. Provide rigorous monitoring, urinalysis tests and treatment in reducing drug abuse and criminal activity among juvenile participants.
- c. Provide individualized treatment plans based upon the strengths of the family molded to the needs of the family, as determined by both the family and the team.
- d. Provide parents with a parental support group
- e. Assist the juvenile in the receipt of an education.
- f. Hold both juveniles and parents accountable for the requirements imposed on them by the court.
- g. Complete activities in accordance with Attachment A, Line Item Budget and Attachment B, Budget Narrative; incorporated into this Agreement by reference.

IV. REPORTING REQUIREMENTS

FINANCIAL: The Grantee shall be paid on a cost-reimbursement basis. The Grantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Grantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. Grantee shall submit a final reimbursement request no more than thirty (30) days after the contract end for expenses incurred prior to the date of contract termination. All expenses must be incurred and paid prior to the final reimbursement request. Requests for reimbursement received later than thirty (30) days after the contract termination will not be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office for Children, Youth and Families.

The Grantee shall use the forms provided by the Grantor to submit financial expenditure reports. The forms will be sent to the Grantee upon receipt of the signed Agreement.

PROGRAMMATIC: The Grantee shall provide quarterly program activity reports to the Grantor within fifteen (15) working days of the last day of the quarter in which services are provided. The reporting schedule is:

- January 1, 2014 through March 31, 2014, due April 15, 2014
- April 1, 2014 through June 30, 2014, due July 15, 2014
- July 1, 2014 through September 30, 2014, due October 15, 2014
- October 1, 2014 through December 31, 2014, due January 15, 2015
- Final report January 1, 2014 through December 31, 2014, due February 15, 2015

Notwithstanding any other payment provision of this Agreement, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in the withholding of payment under this Agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

V. MANNER OF FINANCING

The Grantor shall:

- A. Provide up to \$21,778.00 to the Grantee, as authorized by the Office of Juvenile Justice and Delinquency Prevention Juvenile Accountability Block Grant Program, administered by the Grantor, for costs associated with the activities listed in Section III and Attachments A, Line Item Budget and Attachment B, Budget Narrative, incorporated by reference.

- B. Make payment to the Grantee on a reimbursement basis only, and condition payment upon receipt of applicable, accurate, and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- C. Submit reimbursement requests on an all-inclusive basis. The Grantor will not reimburse any item other than the all-inclusive funding contained on the attached budget form.
- D. Expend payment made by the Grantor to the Grantee from the Juvenile Accountability Block Grant Program, C.F.D.A. No. 16.523.

The Grantee shall:

- A. Provide \$2,420.00 in matching funds to support the Juvenile Accountability Block Grant Program.

VI. AGREEMENT RENEWAL

The Agreement shall not bind nor purport to bind the Grantor for any contractual commitment in excess of the original Agreement period or amount. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the parties must execute a written amendment or a new agreement. Consideration for renewal will also be based on results of program and fiscal monitoring.

VII. NOTIFICATION REGARDING CHANGES

The Grantee shall notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement amendment issued by the Grantor.

VIII. INSURANCE REQUIREMENTS

The Grantee is insured by the State of Arizona through the Arizona Department of Administration (“ADOA”). The ADOA Risk Management Division administers the insurance coverage for Arizona State Agencies and the Cochise County Juvenile Court Services under Arizona Revised Statutes §41-621, et seq. and the Arizona Administrative Code R2-10-101, et.seq. A Certificate of Insurance requirement shall not apply for this Agreement.

IX. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the projects outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or completed at a lower cost than the original budget called for, the amount reimbursed to the Grantee shall be for only the amount of dollars actually spent by the Grantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the Grantor, the State or Federal government, the Grantee shall reimburse said funds directly to the Grantor immediately, but not later than fifteen (15) business days, exclusive of state holidays.

X. FUND MANAGEMENT

The Grantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- A. Financial Management
- B. Procurement
- C. Personnel
- D. Property

E. Travel

A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

XI. DUNS/CCR

Each successful recipient who is awarded \$25,000 or more must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the Agreement. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.sam.gov/portal/public/SAM/>.

XII. FFATA REPORTING REQUIREMENTS

In compliance with the Federal Funding Accountability and Transparency Act of 2006 Reporting Requirements, Pub. L. No. 109-282, 120 Stat. 1186, as amended by Section 6202 (a) of Pub. L. No. 110-252, the Grantee is required to provide information. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov.

XIII. SINGLE AUDIT

In compliance with the Federal Single Audit Act (31 U.S.C. §§ 7501-7507), as amended by the Single Audit Act Amendments of 1996 (Pub. L. No. 104-156), grant sub-recipients expending \$500,000 or more of Federal funds from all sources must have an annual audit conducted in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations." *If the Grantee has expended more than \$500,000 in federal dollars, a copy of the Grantee's audit report for the previous fiscal year must be submitted to the Grantor for review within thirty (30) days of signing this Agreement.*

- If your organization is subject to the requirements of the A-133 Single Audit Act, then attach a copy of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.
- If your organization is not subject to A-133, submit a copy of the most recently completed audit of financial statements with the Management Letter, Findings, and Questioned Costs.
- If your organization does not have a recently completed audit, attach a copy of the most recently prepared financial statements, including a Balance Sheet, Income Statement, and Statement of Cash Flows, along with a description of the source of the documents.

XIV. FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs ("OJP") Financial Guide.

The Grantee agrees to comply with all JABG program requirements as outlined in the JABG Program Guidance Manual, Version 3.0 (September 2000) or future JABG Program Guidance Manuals, and JABG program regulations (28 C.F.R. Part 31).

XV. RESTRICTIONS ON USE OF FEDERAL FUNDS

A. The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- B. The Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (“ACORN”) or its subsidiaries, without the express prior written approval of the Office of Justice Programs.

XVI. FALSE CLAIMS

The Grantee must promptly refer to the DOJ Office of the Inspector General (“OIG”) any credible evidence that a principal, employee, agent, contractor, sub grantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any sub-recipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail;

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

XVII. RESEARCH REQUIREMENTS

The Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

XVIII. CONFIDENTIALITY REQUIREMENTS

The Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

XIX. TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages the Grantee and Subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

XX. PRINTED MATERIAL

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (e.g., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

“This Web site is funded [insert “in part,” if applicable] through a grant from the Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided).”

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled “Notice of Federal Funding and Federal Disclaimer,” to the full text of the statement.

XXI. NON-DISCRIMINATION/CIVIL RIGHTS

All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 2009-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. The Grantee agrees to comply, and will require any subcontractor(s) to comply, with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); 28 C.F.R. Part 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. Part 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. Part 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

The Grantee is a recipient of federal grant funds and is required to comply with nondiscrimination requirements contained in various federal laws. In the event that a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against the Grantee of funds after a due process hearing, the Grantee must agree to forward a copy of the finding to OJP's Office of Civil Rights.

XXII. LOBBYING PROHIBITION

The Anti-Lobbying Act, 18 U.S.C. § 1913, recently was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 for each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.

The Office of Management and Budget ("OMB") is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, the Grantee must understand that no federally appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval by OJP. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

XXIII. DRUG-FREE WORKPLACE

The Grantee will or will continue to provide a drug-free workplace. Signing this Agreement commits the Grantee to compliance with the certification requirements under 28 CFR Part 69, New Restrictions on Lobbying, and 28 CFR part 67, Government-Wide Debarment and Suspension (Nonprocurement) and Government-Wide Requirements for Drug-Free Workplace (Grants). The certification will be treated as a material representation of the fact on which the U.S. Department of Justice will rely in making awards.

XXIV. NEPA COMPLIANCE

The use of these grant funds are subject to compliance with the National Environmental Policy Act (NEPA) (42 U.S.C. § 4331 *et seq.*) and other related federal environmental impact review requirements, including the National Historic Preservation Act (16 U.S.C. § 470 *et seq.*). These requirements are triggered whenever activities such as construction or renovation are planned either with the use of (1) grant funds or (2) the Grantee's or a third party's funds, as long as the proposed construction or renovation is a prerequisite to the use of the grant funds. Whenever

these environmental impact review requirements are applicable to a grant activity, the Grantee must assist OJP in their satisfactory completion prior to the commitment of the affected funds. This assistance may include, at a minimum, providing information on the age and historic importance of any buildings to be affected as well as their floodplain status. The Grantee may also be requested to assist OJP in preparing environmental assessments, should assessments be required.

XXV. ARIZONA LAW

The Arizona law applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

XXVI. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXVII. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

XXVIII. RECORDS

Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

XXIX. AUDIT

Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the Grantee's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.

XXX. ADVERTISING, PUBLISHING AND PROMOTION OF AGREEMENT

The Grantee shall not use, advertise or promote information for commercial benefit concerning this Agreement without the prior written approval of the Grantor.

XXXI. PROPERTY OF THE STATE

Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State. The Grantee is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Grantee shall not use or release these materials without the prior written consent of the State.

XXXII. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Agreement. Further, the Grantee shall flow down this requirement to all subcontractors utilized during the term of the Agreement. The State shall retain the right to perform random audits of the Grantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Grantee.

XXXIII. E-VERIFY

In accordance with A.R.S. § 41-4401, the Grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A. The Grantee shall require all subcontractors to abide by this provision during the term of the Agreement.

XXXIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers. The Grantee shall declare all anticipated offshore services to the Grantor.

XXXV. AVAILABILITY OF FUNDS

Funds may not presently be available for performance under this Agreement beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Agreement beyond the current State fiscal year until funds are made available for performance of this Agreement.

XXXVI. AMENDMENTS

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Changes to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized in writing by the Grantor or made unilaterally by the Grantee, are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments, shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

XXXVII. SUBCONTRACTORS

The Grantee shall not enter into any subcontract under this Agreement for the performance of this Agreement without the advance written approval of the Grantor. The Grantee shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The subcontract shall incorporate by reference the terms and conditions of this Agreement.

XXXVIII. ASSIGNMENT AND DELEGATION

The Grantee may not assign any right or delegate any duty under this Agreement without the prior written approval of the Grantor.

XXXIX. PUBLIC AGENCY LANGUAGE ONLY-INDEMNIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

XL. COMPLIANCE WITH APPLICABLE LAWS

The Grantee to this agreement shall comply with all applicable federal, state and local laws, and shall maintain all applicable licenses and permit requirements.

XLI. CANCELLATION FOR CONFLICT OF INTEREST

In accordance with A.R.S. §38-511, the State may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating,

securing, drafting or creating the Agreement on behalf of the State is or becomes, at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Agreement as provided in A.R.S. §38-511.

XLII. FEDERAL DEBARMENT

The Grantee shall not have been debarred or suspended from federal benefits and/or no such proceedings have been initiated against them; have not been convicted of, indicted for, or criminally or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and have not had a public transaction terminated for cause or default.

XLIII. STATE SUSPENSION OR DEBARMENT STATUS

The State may, by written notice to the Grantee, immediately terminate this Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of an Agreement shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the State.

XLIV. TERMINATION FOR CONVENIENCE

The State reserves the right to terminate the Agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Grantee shall stop all work, as directed in the notice; notify all subcontractors of the effective date of the termination; and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under the Agreement shall become the property of, and be delivered to, the State upon demand. The Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

XLV. TERMINATION FOR CAUSE

The Grantor reserves the right to cancel the whole or any part of the Agreement due to failure of the Grantee to carry out any term, promise, or condition of the Agreement. The Grantor will issue a written ten (10) day notice of default to the Grantee for acting or failing to act as in any of the following:

The Grantee provides personnel that do not meet the requirements of the Agreement.

The Grantee fails to perform adequately the services required in the Agreement.

The Grantee attempts to impose on the Grantor personnel that are of an unacceptable quality.

The Grantee fails to furnish the required product within the time stipulated in the Agreement.

The Grantee fails to make progress in the performance of the requirements of the Agreement and/or gives the Grantor a positive indication that the Grantee will not or cannot perform to the requirements of the Agreement.

If the Grantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, the Grantor may cancel the Agreement. If the Grantor cancels the Agreement pursuant to this clause, the State reserves all rights or claims to damage for breach of Agreement.

XLVI. ARBITRATION AND ATTORNEY'S FEES

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration after exhausting applicable administrative review, except as may be required by other applicable statutes. Venue shall be in Maricopa County, Arizona. Each party shall bear their own fees and costs in any litigation or arbitration.

XLVI NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to Grantee:
Ms. Denise Caraballo
Probation Services Division Director
Cochise County Juvenile Court Services
P.O. Box 4219
Bisbee, Arizona 85603

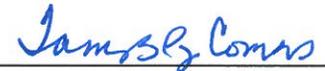
Correspondence to Grantor:
Sonya Pierce Johnson
JABG Program Administrator
Governor's Office for Children, Youth and Families
1700 West Washington Street, Suite 230
Phoenix, AZ 85007

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

GRANTEE:
Cochise County Juvenile Court Services
P.O. Box 4219
Bisbee, Arizona 85603

GRANTOR:
Governor's Office for Children,
Youth and Families
1700 West Washington, Suite 230
Phoenix, Arizona 85007

 12/31/13
Date
Delcy G. Scull
Juvenile Court Director

 12/23/13
Date
Tammy B. Paz Combs
Acting Director

 12/23/13
Date
Travis Price
Compliance Finance and Procurement Manager
Office of the Governor

Appendix A (13)

Budget Form

Budget period:

Budget Category	Line Item	Requested Funds	** Matching Funds/Source	Total Cost
Personnel and Fringe Benefits				
Personnel- Pro-Tem Judges 2 @ 52 weeks per year. Margo Macartney .05FTE (108.75 hrs /2080 hrs =.05) Ann Roberts .04FTE (87.25 hrs / 2080 hrs = .04)	Pro-Tem Judge at hearings in the Drug Court Program. Hourly rate is: 69.72 and estimated for approx. 3.66 hours per week over 52 weeks plus 3.0 hours each judge (2) for Drug Court Advisory Meeting. Total hours = 196.0 (196.0 X 69.72) =13,665.12	13,665.12		13,665.12
Fringe Benefits Macartney: ACR/ASRS: 9.2% SS/Med: 7.65% Wk/Comp: .08%	((108.75 hrs X 69.72) X .1693) = Estimated at approx. 16.93% for Macartney' to include required retiree ACR/ASRS; workman's compensation and Social Security/Medicare contributions.	1,283.64		1,283.64
Roberts: SS/Med: 7.65% Wk/Comp: .08%	((87.25 hrs X 69.72) X .0773) = Estimated at approx. 7.74% Roberts' to include expense for workman's compensation, and Social Security/Medicare contributions.	470.22		470.22
Contracted Services/Professional Services				
Not Applicable				
Travel				
Not Applicable				
Pass Through				
Not Applicable				
Supplies and Other Operating				
Instant 5-Panel Tests	900 @ \$1.45 each = 1305.00 + S/H 85.00 plus estimated tax rate 5.6% = (approx. 12 months)	1,463.00		1,463.00

Collection beakers w/temp strip	2,200 @ \$0.19 each plus S/H 12.00 plus estimated tax rate 5.6%	454.00		454.00
Adulteration tests	6 bottles @ \$13.40 + 12.00 S/H + est.tax rate 5.6% with 25 tests each bottle = 150	97.00		97.00
K2 Instant tests	600 tests @ \$2.99 each (12 mos supply) plus S/H 12.00 plus est.tax rate 5.6%	1907.00		1907.00
Minute Entry Order Forms	1000 NCR-Carbonless @ \$295.00 + tax rate 8.1%; free S/H.	319.00		319.00
Disc.6-Panel Urine Dip	1300 @1.79 each plus 12.00 S/H plus est. tax rate 5.6%	2,119.02	349.98**	2,469.00
SASSI Test	100 @ \$1.65 plus 14.00 S/H plus est. tax rate 5.6%		189.00**	189.00
SASSI score sheets	6 packages @ \$10.00 each S/H incl. plus est. tax rate 5.6%		63.00**	63.00
Teen Addiction Anonymous, Supplies	Motivation medallions for time in Teen AA; 495 @ 3.00 each includes S/H and tax.		1,500.00**	1,500.00
Incentives	35 participants per year @ \$9.08 each Includes approx. 10% sales tax)		318.02**	318.02
Administrative/Indirect Costs				
Not Applicable	Please see narrative.			
Total		21,778.00	2,420.00	24,198.00

*As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.

** List matching funds.


 Authorized signature Tracey Rocco, Finance Administrative Manager

11/25/2013

Date

Appendix A (14)

Budget Narrative

The purpose of the budget narrative is to provide greater detail on the budget line items and the requested amounts. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

Personnel: The Honorable Ann Roberts; and Margo Macartney; Judges Pro-Tempore preside over hearings in the Drug Court Program. The hourly rate computation uses the annual salary set by the State of Arizona for Superior Court Judges as follows: ((145,000 divided by (52 X 40) equals \$69.72 per hour rate of compensation. Cochise County identifies three (3) regions for all programs. Attendance at the Drug Court Advisory meeting annually requires approx. 3.66 hours for judges. Annually for the two Pro-Tempore Judges this computes 52 weeks @ 3.66 hours each week totaling approx. 190 total hours and 6. hours for attendance at Drug Court Advisory meeting totaling 196.0 hours at hourly rate \$69.72 equals approx. \$13,665.12 total budgeted personnel cost. If compared to a full-time employee (FTE) with 2,080 annual hours, this would equal .05 FTE for Margo Macartney and .04 FTE for Ann Roberts as Pro-Tempore Judges.

The Honorable James Conlogue, Superior Court Judge presides over Drug Court Program hearings in the third region; however because he is compensated from another funding source, the personnel expense is not included in the JABG budget.

Fringe Benefits: Below is a schedule of rates for each Pro-Tempore Judge.

Macartney:

ACR/ASRS: 9.20%

SS/Med: 7.65%

Wk/Comp: .08%

Roberts:

SS/Med: 7.65%

Wk/Comp: .08%

Contracted Services/Professional Services: Not applicable.

Travel: Not applicable.

Pass Through/Subgrants: Not applicable.

Supplies and Operating Expenses Justification of supplies as listed: Instant 5-Panel Tests; Collection beakers w/temp. strip; Adulteration tests; K2 Instant tests; Disc. 6 Panel Urine Dp; SASSI test and SASSI score sheets in the Appendix A (14) is related to Controlled Substance Abuse Testing Policy as referenced in Appendix B. In addition the justification for supplies is detailed in the Goals and Objectives listed in the Plan Narrative. Prices and rates were used from recent purchases and quotes by vendors.

Minute Entry Order Forms (MEO'S) are the forms used to document the Drug Court Hearing results and we used the most recent price from 2013.

Teen Addiction Anonymous (Teen AA) Supplies are relevant to the facilitation of meetings for this program. Six department employees have attended the training as facilitators to work with juveniles assigned to the Juvenile Drug Court Program. Medallions in bronze, silver and gold color denote time levels spent in the program without substance abuse. Price was obtained from the Program Director at Teen Addiction Anonymous.

Incentives:

Juveniles are in the three regions, (Benson/Willcox; Bisbee/Douglas; and Sierra Vista) participating in the Drug Court Program and are generally from low-income households with few resources or money to purchase any items outside of very basic needs.

To celebrate success weekly during the Drug Court Program contact at each region, the juvenile can reach into the "fishbowl" and the papers inside the fishbowl will have items printed on them for rewards such as: craft related pencils, markers, school supplies, small games; beauty/grooming items; cheap music CD's; and art supplies. The following is an example of purchases for incentives.

Music CD's : Estimate 20 over 12 months	20 X \$7.00 ea = \$140.00
School supplies/notebooks/paper	35 X \$5.00 ea = \$175.00
Miscellaneous pencils	10 for \$3.02
Total projected for incentives:	\$318.02

Administrative/Indirect Costs: Not applicable.

Authorized Signature Tracey Rocco Date 11/25/2013

Job Title Tracey Rocco, Finance/Administrative Manager

**2014 Juvenile Accountability Block Grant (JABG) Intent Form
Arizona Governor's Office for Children, Youth and Families**

Please return this form (email or fax) no later than Friday, November 22, 2013.

Unit of Local Government: Cochise County

Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.

Intent for JABG Funds:

The cover letter identified the funding range for your Local Unit of Government. Please provide your requested dollar amount for the upcoming JABG Program Year (January – December 2014): \$ 21,778.00.

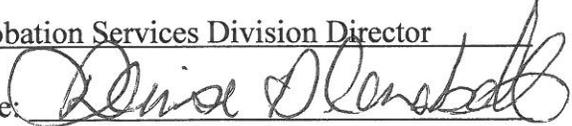
Identify the JABG Program Purpose Area(s) that your proposed program will address: #8-Juvenile Drug Court Program

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Denise Caraballo

Title: Probation Services Division Director

Email: _dcarabal@courts.az.gov

Signature: 

Date: 11/18/2013

Please return this form (email or fax) no later than Friday, November 22, 2013.

Sonya Pierce-Johnson, JABG Program Administrator
Governor's Office for Children, Youth and Families

Email: spjohnson@az.gov

Fax: **(602) 542-3423**

2013 Juvenile Accountability Block Grant (JABG) Intent Form
Arizona Governor's Office for Children, Youth and Families

INELIGIBLE FOR A DIRECT AWARD

Please return this form (mail or fax) no later than Monday, October 14, 2013.

Unit of Local Government: Cochise County

Please type or print the name of the County, City/Town, or Tribe submitting this Intent Form.

Intent for JABG Funds:

Please check the appropriate response to indicate your interest/intent to direct available JABG funds.

Interested in waiving our allocation or collaborating/combining our allocation with another unit of local government (Waive to LUG).

Please indicate below the name of the unit of local government to whom you will be waiving your funds and note the individual/agency designated to receive future JABG correspondence. Please complete this form in its entirety.

Interested in waiving our JABG allocation to the state (Waive to State).

Allocation will be reverted to the state and otherwise allocated. Please complete this form with the name and signature of the Authorized Official.

Official Contact Person for Future Correspondence Regarding the 2013 JABG Award:

Unit of Local Government Waived To: Not Applicable

Please indicate the individual/agency responsible for submitting the 2013 JABG Application.

Name: Denise Caraballo Title: Probation Services Division Director

Agency/Address: Cochise County Juvenile Court Services

P.O. Box 4219 Bisbee, AZ 85603

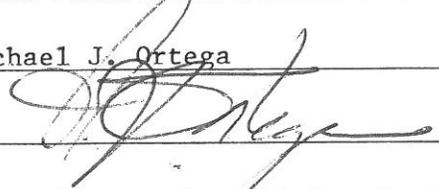
Phone: (520) 432-7523 Fax: (520) 432-0393 Email: dcarabal@courts.az.gov

Authorized Official for this Unit of Local Government:

(County Manager/County Board of Supervisors, Mayor/City Manager, Tribal Chair)

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS PAGE IS CORRECT.

Name: Michael J. Ortega Title: Cochise County Administrator

Signature:  Date: 10/8/13

Please return this form (mail or fax) no later than Monday, October 14, 2013.

Governor's Office for Children, Youth and Families
1700 West Washington, Suite 230
Phoenix, Arizona 85007
FAX to JABG PROGRAM: (602) 542-3423