

## Council Agenda Report

**Date:** December 12, 2016

**Prepared by:** Chief Daniel Dvorak



**Submitted by:** Chief Daniel Dvorak

**SUBJECT:** MOU with Dorchester Community Partnership for Children & Families to Provide Teen Court Administration

**Recommendation:** That Council:


- A. Authorize the City to enter into a Memorandum of Understanding (MOU) with the Dorchester Community Partnership for Children & Families (Teen Court) for the period December 12, 2016 through June 30, 2017 in the amount of \$11,700 to provide teen court administration services, and
- B. Appropriate \$11,700 into the 2017 General Fund budget and increase the Police Budget by \$11,700 for overtime and benefits.

**Discussion:**

The Dorchester Community Partnership for Children & Families (Teen Court) has obtained a grant from the Governor's Office of Crime Control and Prevention to hire a Teen Court Administrator. They have requested that a police department employee be the administrator and will reimburse the City for the overtime work, including worker's compensation and FICA costs. This grant is for \$11,700 and will expire on June 30, 2017.

**Fiscal Impact:** None.

**Approved:**



**MEMORANDUM OF AGREEMENT**  
**Between the**  
**Dorchester Community Partnership for Children & Families**  
**And**  
**City of Cambridge**

This Memorandum of Agreement (MOA) entered into this 12<sup>TH</sup> day of December 2016, by and between the Dorchester Community Partnership for Children & Families, having an office at 501 Court Lane, Cambridge, MD 21613, hereinafter referred to as the *Partnership* and the City of Cambridge herein after referred to as the *Vendor*.

Now therefore, the parties hereto agree as follows:

**I. TERMS OF AGREEMENT**

- A. This Agreement extends from December 12, 2016 through June 30, 2017. The Agreement may be terminated by one or both parties with 60 days written notice. This agreement may be renewable contingent on continued funding by the Governor's Office of Crime Control & Prevention and the written consent of the parties.
- B. Termination may be without cause. If the Agreement is terminated before the end of the term as provided herein, an accounting of the current quarterly and year to date expenses shall be made and all unused funds shall be returned to the *Partnership* within sixty (60) days of termination.

**II. DEFINITION OF THE PROGRAM**

Teen Court is a voluntary program that allows a juvenile respondent to be judged by his/her peers. Hearings will be conducted in the Circuit Court of Dorchester County and Circuit or District Court of Caroline County. Teens may serve in all roles to include: jurors, lawyers, clerks, bailiffs, and judges. The sanctions consist of community service projects, educational based programming, as well as mandatory jury service in future Teen Court hearings.

**III. SCOPE OF RELATIONSHIP**

This Agreement has been formed as a collaborative partnership in which the *Partnership* has invited the *Vendor* to engage with the *Partnership* to design and implement, the Teen Court Model

**The *Partnership* will provide the primary funding for the following services:**

- **Recruit youth and adult volunteers to participate in Teen Court Program**
- **Promote program in Dorchester to local law enforcement, civic groups and broader community**
- **Coordinate/facilitate at least 1 court per month in Dorchester County**
- **Make contact with referring officer and victims to ensure their agreement with the proposed diversion program**
- **Schedule appointments with respondents and parent/guardian**
- **Track Student volunteer hours**
- **Enter, maintain and track a database of offenders that have appeared in teen court to ensure compliance with sanctions/disposition**
- **Facilitate field trip to Supreme Court for volunteers of Dorchester and Caroline County**
- **Submit all quarterly program and fiscal reports to Program Director at nshockley@docogonet.com by 10<sup>th</sup> of each month**

- **Funding should be allocated as follows:**
  - Teen Court Coordinator (part-time/contractual) for Dorchester County not to exceed 15 hours per week for 30 weeks (June 30, 2017)
- Funding for the program will be at an annual amount of **Eleven Thousand seven hundred dollars \$11,700**. This rate shall be renegotiated in the event that the *Partnership's* funding from the Children's Cabinet and/or the Governor's Office of Crime Control and Prevention is increased or decreased for this program during the term of the contract. The funding will be provided on a quarterly *basis following* the receipt of an invoice and all required program reports. The last quarter funding will be adjusted based upon the expenditures of the previous quarters.
- *All equipment purchased for the use of the program staff* will remain the property of the State and subject to annual audit. Such equipment will be *returned to the Partnership* if the program does not continue, all service records, reports, data, studies, or other materials in any form generated or arising from the use of state funds are the sole and exclusive property of the State. The Partnership and state agencies have the right to access this information consistent with federal and state laws. All services records must be maintained for five years or until the program has been audited by the funding source.
- Specifically, the Vendor agrees to comply with the Memorandum of Agreement between the State of Maryland and the Partnership by performing these functions:
- Ensure that this program will meet the State of Maryland's specifications in service, administration, and reporting as set forth in the separate funding agreements between the *Partnership* and the State of Maryland; acting by and through Governor's Office of Crime Control & Prevention and follow the program and fiscal policies and guidelines set forth in the grant agreement.
- Participate in the data collection efforts, specifically:
  - designate an individual who will serve as a liaison for data collection and evaluation
  - designate the individual(s) responsible for entering data and for sending data to the Partnership on a quarterly basis
  - collect and report court stats, grant data as outlined in the attachments
    - a. Ensure that all of the services required under this Agreement will be performed by the *Vendor* or under its supervision and all personnel paid or unpaid, so engaged, shall be fully qualified and authorized/permitted under state and local law to perform such services.
    - b. Affirm that it shall not discriminate in any manner against any person on the basis of race, color, religion, national origin, ancestry, sex, physical or mental disability, age or sexual orientation, in any area affecting employment or delivery of services under this Agreement. At all times, *Vendor* shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this Agreement.
    - c. Maintain a drug free work environment.
    - d. Request budget modifications of any budget line item, in writing to the *Partnership*, for approval 30 days prior to implementation. Budget modifications are required to decrease or increase any line item by 10% or \$1000.00 whichever is greater. The *Partnership* shall have the sole authority to approve or disapprove all requests for budget modifications.
    - e. Return to the *Partnership* all unspent funds awarded under this Agreement, by the end of the contract period and no later than 60 days

- after the end of the fiscal year. (August 31<sup>st</sup>)
- f. Provide access to the Partnership, the case files and financial records for monitoring and auditing purposes.
  - g. Agree to note the support of the Dorchester Community Partnership in any and all press releases and publications regarding this program.

#### IV. DISTRIBUTION AND REPORTING REQUIREMENTS

- A. Vendor will submit monthly reports (see attached) by the 10<sup>th</sup> of the following month.
- B. At the end of each quarter, the *Vendor* will submit, within 10 days, a quarterly report to include year-to-date fiscal and program summaries following the Quarterly Report Guidelines. These quarterly reports are due:
  - a. January 10, 2017
  - b. April 10, 2017
  - c. July 10, 2017
  - d. final report – July 15, 2017
- C. The fiscal reporting shall include an analysis of all expenditures pursuant to the budget attached hereto (Attachment #2 – BUDGET) showing all expenditures for the quarter and year-to-date. **Vendor must submit receipts including time sheets totaling the quarterly financial report expenditures.** *Vendor* must include, in the detailed report, any additional income (governmental or private). A final fiscal report detailing the year-to-date spending will be due 60 days after the end of the grant period.
- D. Any expenditure not in accordance with this agreement or its modification shall be the responsibility of the *Vendor*. Funds shall be distributed on a quarterly basis to the vendor following the receipt of an invoice and **all required reports**. The invoice must match the quarterly financial report and **expenditure receipts**. Five percent (5%) of the final payment may be withheld until all annual reports have been received and reviewed by the Partnership.

#### V. ACCOUNTING SYSTEMS

- A. *Vendor* shall establish and maintain an accounting system to identify and support all expenditures billed to the *Partnership* under this Agreement. The accounting system shall be in accordance with Generally Accepted Accounting Principals (GAAP).
- B. The accounting system shall record all income and expenses for *Vendor's* total program of which services provided under this Agreement are a part. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction. The accounting system at a minimum shall consist of a chart of accounts, cash receipts journal, cash disbursements journal and general ledger.
- C. All records shall be maintained for a period of (5) years after receipt of the final payment under this Agreement or after Subcabinet review whichever is later. In the event, *Vendor* ceases to operate prior to the expiration of the five year period; *Vendor* shall surrender all records pertaining to this Agreement to the *Partnership*.

#### VI. IMPOSITION OF ADDITIONAL CONDITIONS

- A. *Vendor* agrees to accept such additional conditions imposed by the Partnership governing the use of funds or performance of services under this Agreement as required by federal, state, or local law. Such additional conditions shall not become effective until *Vendor* has been notified in writing.
- B.

**VII. INDEMNIFICATION**

- A. The *Vendor* agrees, subject to applicable law, to hold the Partnership harmless from any liabilities for:
1. Equipment and/or supplies provided by the *Vendor*.
  2. Damages to the persons and/or property resulting from any act or omission of the *Vendor* in the performance of this contract.

**VIII. ASSIGNMENT**

- A. *Vendor* shall not assign the Agreement except in writing with the prior approval of the *Partnership*. This Agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions of this Agreement. Unless expressly proved for therein, such approval shall in no manner or event deemed to impose any obligation of the *Partnership* in addition to the total agreed price of the services of *Vendor*.

**IX. CONFIDENTIALITY**

- A. The Vendor acknowledges its duty to review and comply to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. Sections 1320d et seq. and all implementing regulations including 42 CFR Part 2, 45 CFR Parts 142, 160 and 164. The Vendor also agrees to comply, where applicable with the Maryland Confidentiality of Medical Records Act (MCMRA), MD Health-General Sections 4-301 et seq. This obligation includes, but is not limited to adhering to the privacy and security requirements entailed for protected health information under federal HIPAA and State MCMRA, making the transmission of all electronic information compatible with the federal HIPAA requirements, and otherwise providing good information management practices regarding all health information and medical records.
- B. Protected Health Information as defined in the HIPPA regulations at 45CFR 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university or healthcare clearinghouse; and that is related to the past present or future physical or mental health or condition of an individual, or to the provision of healthcare to an individual. The definition excludes certain education records as well as employment health records by a covered entity in its role as employer.

**X. DISPUTES AND GRIEVANCES**

- A. Disputes between the *Vendor* and the *Partnership* will be resolved in accordance with the following steps. Procedures for contract violations:
1. The Partnership Director/Program Coordinator will send notification to the *Vendor* if dilatory in filing reports or in the performance of service.
  2. If there are concerns, the Partnership Director/Program Coordinator will communicate with the *Vendor*. All oral warnings shall be done in private.
  3. The following steps will be taken for repeated concerns or major contract violations.
    - a. verbal communication concerning the problem area is to be made to the *Vendor*
    - b. if the problem is not resolved at step one, a second verbal communication concerning the problem area will be made along with a memo directed to the *Vendor's* administrator and copied to the program director documenting the incident
    - c. if after a reasonable time the issue is not resolved, the HSC Administrator/Program Coordinator will request a meeting with the

*Vendor*, corrective steps agreed to at the meeting will be recorded by the Partnership Director/Program Coordinator

- d. if corrective action is not taken within 15 days of the meeting, the *Vendor* shall be notified of the *Partnership's* intent to terminate the contract

- B. Grievances between the *Vendor* and the *Partnership* will be resolved in accordance with the following steps. Procedures for grievance:
  - 1. The *Vendor* shall express legitimate concerns regarding a specific contract grievance to the Partnership Director/Program Coordinator.
  - 2. If the matter remains unresolved, the *Vendor* shall communicate to the Partnership Director/Program Coordinator in writing, with documentation to include steps that were taken to resolve the issue.
  - 3. If the issue is unresolved after (10) days, the *Vendor* may appeal to the Partnership. This request shall be in writing and is to be sent to the President of the *Partnership*.
  - 4. This agreement shall be construed by and governed under the laws of the State of Maryland.
  - 5. The *Vendor* shall notify the *Partnership*, in writing, of its intent to pursue a claim against *Partnership* for breach of any terms of the Agreement. *Vendor* may not commence a lawsuit for breach of this agreement prior to the expiration of (90) days from the date of such notification. Within this (90) day period, the *Vendor*, at the request of the *Partnership*, must meet with the Partnership Director/Program Coordinator for the purpose of attempting resolution to the dispute.

In witness thereof, the parties affix hereto their signatures on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_. Signing this document indicates that each person has read and agrees to adhere to these terms. Any amendment made to this agreement requires the signature of both the *Partnership* and the *Vendor*.

**City of Cambridge**

Approved as to Form:

By \_\_\_\_\_  
Robert Collison, City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Victoria Jackson Stanley

Date: \_\_\_\_\_

**Dorchester Community Partnership for Children & Families**

By: \_\_\_\_\_  
Nancy L. Shockley, Director

Date: \_\_\_\_\_