Washington State Department of Social & Health Services

Transforming lives

COUNTY PROGRAM AGREEMENT

Consolidated Contract FY16-17

DSHS Agreement Number

1563-43092

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Juvenile Justice and Rehabilitation Administration	Division of Community Programs	1225	5024CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Barbara Kraemer FA5	OB 2 PO Box 45720 Olympia, WA 985045720

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)902-0765	(360)902-8108	kraembj@dshs.wa.gov

COUNTY NAME	COUNTY DBA	COUNTY ADDRESS
Kittitas County		Kittitas County Court House 205 W Fifth St Room 211 Ellensburg, WA 98926

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)	COUNTY CONTACT NAME
192-002-673	William Holmes

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 962-7516	(509) 962-7667	william.holmes@co.kittitas.wa.us

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

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2015	06/30/2017	See Exhibits

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement:

☒ Exhibits (specify): Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Juvenile Court Block Grant; Exhibit C: E3SHB 3900; Exhibit D: Detention Services

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE (S)	PRINTED NAME (S) AND TITLE (S)	DATE (S) SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Del R. Hontanosas Grants and Contracts Manager	

Special Terms and Conditions

1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a. "Contractor" means the County.

b. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.

c. "JR means the Juvenile Rehabilitation which is under the DSHS Rehabilitation Administration.

d. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.

e. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.

f. "Regular Access" means unsupervised access to a juvenile(s), for more than a nominal amount of time that is the result of the person's regularly scheduled activities or work duties.

2. **Background Check/Criminal History** – In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this contract, Contractor and each of its employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile must be cleared through a JR approved criminal history and background check. In addition, Contractor, each of their employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile, may be required to be cleared through a JR approved criminal history and background check.

By execution of this contract, Contractor affirms that Contractor, each of its employees, subcontractors, and/or volunteers, who may or will have regular access have not been convicted of any of the following:

a. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);

b. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or

c. Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).

Contractor must require that current employees, volunteers, and contracted service providers who are authorized for regular access to a juvenile(s) report any guilty plea or conviction of any of the above offenses. The report must be made to the person's supervisor within seven (7) days of conviction and any person who has reported a guilty plea or conviction for one or more of these offenses must not have regular access to any offender. Contractor shall also document background checks/criminal history clearances for monitoring purposes.

3. **Sexual Misconduct** – 13.40.570 RCW (Sexual misconduct by state employees, contractors) states that when the Secretary has reasonable cause to believe that sexual intercourse or sexual contact between the employee of a contractor and an offender has occurred, the Secretary shall require the employee of a contractor to be immediately removed from any employment position which would permit the employee to have any access to any offender.

By execution of this contract, contractor affirms that contractor, each of its employees, subcontractors, and/or volunteers are knowledgeable about the requirements of 13.40.570 RCW (Sexual misconduct by state employees, contractors) and of the crimes included in 9A.44 RCW (Sex Offenses).

In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:

a. Who is found by the department, based on a preponderance of the evidence, to have had intercourse or sexual contact with the offender; or

b. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.

If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The contract shall not be renewed unless the Secretary determines significant progress has been made.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance.

5. Monitoring

The County shall assist the JR to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.

6. Billing and Payment

a. If reports required under this Contract are delinquent, DSHS, JR may stop payment to the Contractor until such required reports are submitted to JR.

b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.

c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.

d. Under no circumstance shall the Contractor bill twice for the same services.

e. The Contractor shall maintain backup documentation of all costs billed under this contract.

f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards.

a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all the following as applicable to the services provided:

(1) DSHS and JR Rules (WAC); and

(2) DSHS and JR Bulletins/Policies.

b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

c. Records created or obtained during a youth's stay and/or maintained as a part of the youth's case files are juvenile records, and subject to confidentiality guidelines established in statute, to include but not be limited to RCW 13.40. DSHS shall have access to all records related to a JR youth upon request.

EXHIBIT A

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2015 and expires June 30, 2017.

2. Funding. As of July 1, 2015 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2016-2017.

If by July 1, 2015 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2014-2015 (No. 1363-79435) until September 1, 2015 to provide for continuity of services. Once the County's application is signed and approved, the SFY 2016-2017 funding rate shall apply retroactively to July 1, 2015 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies. If the County has not properly accounted for the difference between the two rates by April 30, 2016, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work. As of July 1, 2015, the County is responsible for adhering to the Statements of Work described in the SFY 2016-2017 Consolidated Contract.

If by July 1, 2015 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2014-2015 (No. 1363-79435) shall apply to all work performed under this agreement until September 1, 2015 to provide for continuity of services. Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2016-2017 Statements of Work from that date forward.

4. Late Applications.

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2015, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B

STATEMENT OF WORK

Juvenile Court Block Grant

1. Purpose

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders, which include but are not limited to the following: Consolidated Juvenile Services At-Risk (CJS), Disposition Alternatives for Special Sexual Offender Disposition Alternative (SSODA),Chemical Dependency Disposition Alternative (CDDA), Suspended Disposition Alternative (SDA), Mental Health Disposition Alternative (MHDA), Community Juvenile Accountability Act/Evidence Based Programs (CJAA), and Promising Programs. Program descriptions and requirements are outlined in the Block Grant Contract 2014/15 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

a. Provide projects and services in compliance with the County's Block Grant Contract 2014/15 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response").

b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response.

c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response.

d. Establish programs designed to impact the outcomes statewide by:

   (1) Decreasing recidivism;

   (2) Decreasing commitments to the JR; and

   (3) Maintaining or increasing the number of committable youth receiving services in their community.

e. Upon JR's request, The County Juvenile Court shall provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes, as agreed upon in the Interposal Data Sharing Agreement Between the State of Washington Administrative Office of the Courts and the State of Washington Department of Social and Health Services Rehabilitation Administration. Any sharing of additional data will be agreed upon by JR and the Juvenile Courts.

f. Consistent with RCW, the County Juvenile Courts will provide JR with information necessary for the JR to provide oversight of the County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR.

g. The County Juvenile Court shall comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract.

h. When licensing or other statutory requirements differ from contract requirements, the County Juvenile Court shall meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources.

a. Consolidated Juvenile Services (CJS) At-Risk Programs

The County Juvenile Court shall provide services pursuant to RCW 13.06, Chapter 388-710 WAC.

b. Special Sex Offender Disposition Alternative (SSODA)

The County Juvenile Court shall provide services pursuant to RCW 13.40.160 and the following standards:

(1) In a timely manner, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Comply with ESSB 5204 as specified by the 2011 Legislature.

(2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.

c. Chemical Dependency Disposition Alternative (CDDA)

(1) The county shall provide services pursuant to RCW 13.40.165 and the following standards:

(a) Utilize a Department of Behavioral Health and Resources (DBHR) approved assessment as detailed in Attachment A of the County's Application;

(b) Be consistent with proven effectiveness elements detailed in The Effectiveness Standards for the treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature (UW, January 1998);

(c) Include family service strategies and components;

(d) Utilize the "CDDA Case Management Standards for Chemically Dependent Youth"; and

(e) Include random urinalysis testing.

(2) Courts may utilize deferred or stipulated order of continuance with CDDA eligible youth.

d. Suspended Disposition Alternative (SDA) Services

(1) The County shall provide services pursuant to RCW 13.40.0357.

e. Mental Health Disposition Alternative (MHDA) Services

(1) The County shall provide services pursuant to RCW 13.40.197.

f. Community Juvenile Accountability Act/Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

(a) General precepts/practices contained in FFT, Inc. Initial 3-Day Training;

(b) Assessment/Reporting Standards contained in FFT, Inc. 1-Day Systems Training;

(c) Clinical feedback from FFT Inc. in on-going consultation and site visits;

(d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits; and

(e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.

(2) For Washington State Aggression Replacement Training (WSART):

(a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;

(b) Precepts/practices contained in WSART initial training or subsequent Quality Assurance statewide meetings; and

(c) Feedback from designated WSART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits.

(3) For Multisystemic Therapy (MST):

(a) Precepts/practices of MST contained in Blueprints for Violence Prevention; and

(b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

(4) For Coordination of Services (COS):

(a) General precepts and practices contained in the Coordination of Services Statewide Manual.

(5) Family Integrated Transitions (FIT):

(a) Precepts/practices of FIT contained in University of Washington Program Manual; and

(b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.

g. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Consideration

a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY16/17", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY16/17". The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature.

b. Reimbursement is based on actual costs except, where costs are tied to established rates and will be reimbursed up to the maximum allowed, as detailed in Attachment B (CDDA) of the County's Application.

c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDDA sentences which exceed 12 months active supervision. UNLESS the offense date of an additional CDDA sentence occurs after the termination date of the preceding CDDA disposition OR the youth begins as a CDDA Local Sanction and then is sentenced to CDDA Committable for a new offense.

d. For CDDA programs using a Title XIX match funding, the set aside identified in the County's Application and the County's Application Response will be used for treatment services for a Title XIX eligible youth; subcontracted with a Title XIX eligible treatment provider. The authorized subcontracted treatment provider accessing JR CDDA Title XIX must have separate contracts with JR to provide services and JR will monitor the contracts.

The maximum consideration payable and the match generated in additional federal dollars are incorporated by reference in the County's Application and the County's Application Response.

5. Billing and Payment

a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:

(1) Required sentencing worksheets and Disposition Orders for SSODA, CDDA, MHDA, and SDA Committable youth;

(2) Monthly Project Updates for each Evidence Based Program and Promising Program; and

(3) Roster Reports for local sanction and committable youth for all Disposition Alternatives.

(4) Monthly BOXI EBP Summary Report.

b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.

d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDDA, MHDA, or SDA.

e. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDDA, MHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.

f. For SSODA, CDDA, SDA, and MHDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.

g. Reimbursement for SSODA expenses shall be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.

h. For CDDA programs, an inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.

i. For CDDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.

j. For CDDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDDA status.

k. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

l. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

6. Items Incorporated by Reference

a. "County Juvenile Court Pass through Distribution SFY16/17";

b. Block Grant Contract 2014/15 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;

c. Consolidated Juvenile Services Programs: Chapter 388-710 WAC;

d. RCW's 13.06; 13.40.160; 13.40.165; 70.96A.520; 13.40.500;

e. Juvenile Offender Sentencing Standards (13.40.0357);

f. The Effectiveness Standards for the Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature (January 1998);

g. Chemical Dependency Disposition Alternative: Final Report to the Washington State Legislature (January 2004); and

h. The Community Juvenile Accountability Act: Research-Proven Interventions for the Juvenile Courts (January 1999).

EXHIBIT C

STATEMENT OF WORK

E3SHB 3900 Funds

1. Purpose

To pass through funding to county juvenile courts for the purpose of addressing the impacts of Juvenile Justice Bill (E3SHB3900) passed by the 1997 legislature. The county funding distribution is based on the Consolidated Juvenile Services (CJS) At-Risk formula provided by the Washington Association of Juvenile Court Administrators (WAJCA).

2. Consideration

The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY16/17", hereby incorporated by reference.

3. Payment and Billing

a. The County shall submit a properly completed A-19 Invoice Voucher to JR each month for services provided.

b. The County shall bill JR in twelve equal installments each fiscal year.

c. The County shall maintain back-up invoices and other documentation to link expenditures to the legislative impacts of E3SHB3900 for all costs billed and provide this information as requested by the JR.

EXHIBIT D

STATEMENT OF WORK

Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are: 1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

A. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State. In addition, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment; and

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete Sentencing Worksheet

iii. Contact Information for Youth's Parents/Guardian

Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received after 4:00 pm on a Friday).

(c) Make available the following information for each youth committed to JR:

i. Information to the Court on the Offense

ii. Police Reports on the Offense

iii. Victim Witness Interviews (when completed for sex offenders)

iv. Previous Reports to the Court (if available)

v. Incidents Reports from Current Detention Stays (if applicable)

vi. Other Social File Materials (e.g., mental health reports, school information, etc.)

(2) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **$127** per day, per youth for detention services.

a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:

(1) JR staff is notified and receives the required information identified in 2A.1.b. above and shall end upon release of the youth to a JR staff's custody; and

(2) Notification and receipt of required information received prior to 4:00 pm on a Friday is billable.

(3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).

b. For youth who are on parole revocation or a community facilities transfers due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.

c. Medical Cost of JR Detained Youth

(1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.

(2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

a. Name of youth,

b. Date of admission to detention,

c. Date and time of release from detention,

d. Number of billable days, and

e. Medical/Security Costs (if applicable).