



COUNTY
PROGRAM AGREEMENT
Consolidated Contract Continuation

DSHS Agreement Number

1163-33522

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

DSHS CONTRACT CODE

Division of Community Programs

1225

5000CC-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Barbara Kraemer
Business Manager

720 Sleater Kinney Rd SE, Ste.R
P.O. Box 45721
Olympia, WA 98504-5721

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

DSHS CONTACT E-MAIL

(360) 486-2241 Ext:

(360) 407-7284

kraembj@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Kittitas County

Kittitas County Juvenile Court
205 West 5th Ave., Suite 211
Ellensburg, WA 98926-2887

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001349

William Holmes

COUNTY CONTACT TELEPHONE

COUNTY CONTACT FAX

COUNTY CONTACT E-MAIL

(509) 962-7516 Ext:

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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE

PROGRAM AGREEMENT END DATE

7/1/2011

12/31/2011

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

Exhibits (specify):

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

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 Contract Manager

1. **Definitions.** The words and phrases listed below, as used in this Agreement, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "Deliverable" means a measureable or tangible unit of service or product that must be completed or delivered.
 - c. "JRA" means the Juvenile Rehabilitation Administration.
 - d. "JRA Policies" means the JRA Administrative Policies, which direct JRA 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.
 - g. "RCW" means Revised Code of Washington.
 - h. "WAC" means Washington Administrative Code.

Purpose. The purpose of this Agreement is to provide for the continuation of the services under Agreement Number: **1063-94523**, hereby incorporated by reference, for the FY12 Consolidated Agreement period.

This Agreement will effect a continuation of services at the same reimbursement amount and rate as allowed during FY11 until execution of the new Consolidated Agreement, expected no later than December 31, 2011.

2. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the statements of work in the Agreement referenced above.
3. **Consideration.** The Contractor shall be reimbursed at the rates established in the above incorporated Agreement. Reimbursements sought under this Agreement will affect the maximum amount of reimbursement allowed under the new Consolidated Agreement for the remainder of FY12.
4. **Notification of increased reimbursement.** If at any point Contractor seeks reimbursement in an amount higher than it received during FY11, the Contractor will notify the DSHS contact on the cover sheet of this Agreement.
5. **Background Checks and Sexual Misconduct.**
 - a. Background Check/Criminal History - In accordance with Chapters 388-700 WAC (JRA-Practices & Procedures), 72.05 RCW (Children & Youth Services), 43.20A RCW (DSHS), and by the terms of this Agreement, 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 JRA 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 JRA approved criminal history and background check.

By execution of this Agreement, 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:

- (1) Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
- (2) 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 JRA; or
- (3) 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 have 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.

- b. 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 Agreement, 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:

- (1) Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
- (2) 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 Agreement shall not be renewed unless the Secretary determines significant progress has been made.

6. **Subcontractor.** If the Contractor utilizes subcontractors for the provision of services under this Agreement, the Contractor must notify JRA in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Agreement. In no event shall the existence of a subcontract release or reduce the liability of the County for any breach of performance. The Contractor is responsible for all acts or omissions of its subcontractors.
7. **Monitoring.** The County shall assist the JRA to perform reviews of sites where services are delivered at regular intervals using agreed upon forms and methods.
8. **Billing and Payment.**
 - a. The contracted activities shall be paid up to the amount specified as identified in the Statements of

Work and payment shall be made upon receipt of the deliverable. JRA shall not make payment for any deliverable not completed to JRA's satisfaction.

- b. If reports required under this Agreement are delinquent, DSHS, JRA may stop payment to the Contractor until such required reports are submitted to JRA.
- c. Once DSHS pays the invoice completely for all authorized services provided in accordance with the Statements of Work, the Contractor accepts the DSHS payment as the sole and complete payment for the services provided under this Agreement.
- d. 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.
- e. Under no circumstance shall the Contractor bill twice for the same services.
- f. The Contractor shall maintain backup documentation of all costs billed under this Agreement.
- g. If the Contractor bills and is paid fees for services that JRA later finds were either 1) not delivered or 2) not delivered in accordance with this Agreement, JRA shall recover fees and the Contractor shall fully cooperate.

9. Compliance with JRA Policies and Standards.

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DSHS/JRA Policies and Rules (WAC).

The JRA Policies are located at: <http://www.dshs.wa.gov/jra/policy.shtml>

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

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