

**Jefferson County
Board of County Commissioners**

Agenda Request

To: Board of County Commissioners
From: Barbara Carr, Juvenile Court Administrator
Date: Week of July 12, 2010
Subject: Signing County Program Agreement #1063-94082
Consolidated Contract – FY 2011

Statement of Issue:

The attached document is the contract with DSHS/JRA that supports supervision, Aggression Replacement Training and other programs for moderate/high risk offenders including the Chemical Dependency Disposition Alternative (CDDA), Special Sex Offender Disposition Alternative (SSODA), and Community Juvenile Accountability Act (CJAA) programs.

Analysis:

This reflects the contract arrangement for the fiscal year 2011.

Alternatives:

N/A

Fiscal Impact:

The Consolidated Contract with DSHS for FY 2011 is the first Block Grant funding arrangement we have had with the State. This change was made by the legislature in 2009, and the legislation gave JRA and the Courts a year to come up with how the funding formula would be configured, and how the block grant would be implemented. Because the new funding formula used to figure specific county's allocations is weighted differently (emphasizing youth engaged in evidenced based programs), Jefferson County's overall allocation increased for this year by approximately \$9,000. I will be reflecting this increase in my 2011 budget revenue picture. With this increase I will be including Girl's Circle and SMART (Supplemental program for ART graduates) to our program menu in Juvenile Services. Certainly, this trend will only continue for us if we continue to receive adequate referrals and/or filings for youth who need such interventions

Recommendation:

That the BOCC sign three original Consolidated Contract Program Agreements as presented.

Reviewed by:


Philip Morley, County Administrator



COUNTY
PROGRAM AGREEMENT
Consolidated Contract FY2011

DSHS Agreement Number

1063-94082

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 Rehabilitation

Division of Community Programs

1223

6024CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Mary Fowler
Business Manager

2121 South State Street N27-10
Tacoma WA98405

DSHS CONTACT TELEPHONE

DSHS CONTACT FAX

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(253) 476-7135 Ext:

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fowiaml@dshs.wa.gov

COUNTY NAME

COUNTY DBA

COUNTY ADDRESS

Jefferson County

Jefferson County Juvenile Court

PO Box 1220
1820 Jefferson Street
Port Townsend, WA 98368

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)

COUNTY CONTACT NAME

161-001-169

Barbara Carr

COUNTY CONTACT TELEPHONE

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COUNTY CONTACT E-MAIL

(360) 385-9190 Ext:

bcarr@co.jefferson.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

7/1/2010

6/30/2011

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 by reference:

Exhibits (specify): Exhibit A: E3SHB 3900 Funds; Exhibit B: Consolidated Contract – Block Grant; Exhibit C : Suspended Disposition Alternative and Mental Health Disposition Alternative

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

Approved as to form only:

David Alvarez 6/28/10
Jefferson Co. Prosecutor's Office

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. "JRA" means the Juvenile Rehabilitation Administration.
 - c. "JRA Bulletins/Policies" means the JRA Administrative Policies, which direct JRA expectations.
 - d. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - e. "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 (JRA-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 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 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 JRA; 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:

Special Terms and Conditions

- 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 JRA 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. The Contractor is responsible for all acts or omissions of its subcontractors.

5. 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.

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DSHS, JRA may stop payment to the Contractor until such required reports are submitted to JRA.
- 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 JRA later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JRA shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JRA 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 JRA Rules (WAC); and
 - (2) DSHS and JRA Bulletins/Policies.
 - (3) The DSHS and JRA Rules, Bulletins, and Policies are located at:

Special Terms and Conditions

<http://www.dshs.wa.gov/jra/about/mission.shtml>

- 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 JRA youth upon request.

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

Maximum consideration for this statement of work shall not exceed \$12,305 for FY11.

3. Payment and Billing

- a. The County shall submit a properly completed A-19 Invoice Voucher with supporting documentation to JRA each month for services provided.
- b. The County shall bill JRA in twelve equal installments the fiscal year.
- c. The County shall maintain back-up invoices and other documentation to link expenditures to the legislative impacts of E3SHB3900.

STATEMENT OF WORK**Consolidated Contract – 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, which include but are not limited to the following: Consolidated Juvenile Services At-Risk (CJS), Disposition Alternatives for MHDA and SDA, Evidence Based Programs, and Promising Programs. Program descriptions and requirements are outlined in the Block Grant Contract 2011 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation Administration (JRA).

2. General Requirements

The County shall:

- a. Provide projects and services in compliance with the Block Grant Contract 2011 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Response (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 JRA; and
 - (3) Maintaining or increasing the number of committable youth residing in their family homes and receiving services in their community.
- e. Upon JRA's request, County shall provide JRA and the Washington State Institute of Public Policy (WSIPP), with any statistical risk assessment data necessary to determine program impacts on the statewide outcomes.
- f. Administer services to offenders that focus on the program interim outcomes established by the JRA in cooperation with the Washington State Institute for Public Policy, the Juvenile Court Administrators, and the Administrative Office of the Courts. The County and or AOC, shall report at least annually on the agreed upon outcomes as determined by the Block Grant Funding Formula Oversight Committee and detailed in the application.
- g. Ensure collaboration between County and Tribal courts in the design and implementation of projects.

- h. The Contractor shall comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract.
- i. When licensing or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.
- j. It is the intent of the Legislature that the reductions in funding for these programs for FY 2011 not impact/reduce the number of youth served in Evidence Based Programs or the SSODA Disposition Alternative.

3. Programs

All program services performed by County under the terms of this Agreement shall be in conformance with the County's Block Grant 2011 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Application Response (Application Response).

a. CJS At Risk: Supervision Programs

- (1) The County shall provide all services in compliance with RCW 13.06 and WAC 388-710.
- (2) The County shall provide case assessment, case management, and intervention services to offenders that are designed to decrease recidivism, increase youth protective factors, and decrease youth risk factors.
- (3) Except in the case of diversion programs, the level of supervision, monitoring, and intervention services shall be based upon the Washington State Juvenile Court Prescreen Risk Assessment, and the Washington State Juvenile Court Risk Assessment, as well as court ordered conditions and established program standards.
- (4) Diversion services shall be based upon the likelihood of future offense behavior and established CJS program standards as detailed in the County's Application Response.
- (5) The County shall utilize supervision, individualized planning, and community resources to hold offenders accountable for their offense and for the conditions of the court order.
- (6) The County shall provide interventions to assist offenders in meeting the Block Grant outcomes.

b. Special Sex Offender Disposition Alternative (SSODA)

The County Shall:

- (1) Pursuant to RCW 13.40.160, provide the services, as detailed in the County's Application Response, for selected first-time, adjudicated sex offenders.
- (2) Assess offenders prior to disposition of a sex offense to determine amenability to treatment and risk to the community. Assessment shall be completed by a certified sex offender therapist and shall include:
 - (a) Respondent's version of the facts;
 - (b) Official version of the facts;
 - (c) Assessment of problems in addition to the alleged deviant behaviors;

- (d) Social, educational, and employment situation;
- (e) Source of evaluator's information; and
- (f) Youth's amenability to treatment and risk s/he presents to the community.

(3) Develop a proposed treatment plan that includes:

- (a) Frequency and type of contact between offender and treatment providers;
- (b) Specific treatment issues to be addressed, and description of planned treatment modalities;
- (c) Monitoring plans including any requirement regarding living conditions;
- (d) Anticipated duration of treatment; and
- (e) Recommended crime-related prohibitions

(4) 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.

(5) Provide treatment that consists of 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.

(6) Provide monitoring of the Client, which may include, but not be limited to polygraphs, tracker, or electronic monitoring as deemed appropriate on a case-by-case basis, face to face Client contact and family contact, and other contact with collateral resources.

(7) Document in the case record reductions in levels of supervision and support for such reductions, by means of the Washington State Juvenile Court Risk Assessment Tool.

c. Chemical Dependency Disposition Alternative (CDDA)

The Chemical Dependency Disposition Alternative (CDDA) Program provides local court judges with the option of ordering chemical abusing and dependent youth into chemical dependency treatment instead of confinement. RCW 13.40.165.

(1) The County's CDDA Program projects may include:

- (a) Assessment;
- (b) Inpatient and/or outpatient drug and alcohol treatment services;
- (c) Community supervision with maximum caseload of 1 staff person to 25 youth;
- (d) Monthly reports to the court;
- (e) Urinalysis testing;
- (f) Family services (parent education/support, family therapy);

(g) Individual Counseling; and

(h) Transportation.

(2) Services shall be delivered as described in the CDDA Program description sections of the County's Application Response. Services shall also:

(a) Utilize a DASA approved assessment as detailed in attachment A of the 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.

(3) Counties utilizing Title XIX funds must have a signed Letter of Agreement between the Juvenile Court Administrator and County Drug and Alcohol Coordinator, describing Drug and Alcohol treatment services, funding sources and service providers.

(4) Courts that utilize deferred or stipulated order of continuance with CDDA eligible youth shall detail this practice in their application, within their project descriptions. The descriptions should also indicate how they plan to meet the statutory requirements for the program.

(5) The County shall, within two working days of the Admission, Transfer, or Discharge of a committable youth from inpatient treatment, Fax the appropriate form to both the designated JRA Regional office and the CDDA Program Manager at JRA Headquarters.

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

The County must serve youth as detailed in the CJAA portions of its Application Response. Service delivery must be based on and adhere to the following specifications.

(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;

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

(f) The County's CJAA Application Response.

(2) For Aggression Replacement Training (ART):

- (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;
- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings;
- (c) Feedback from designated ART statewide Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits; and
- (d) The County's CJAA Application Response.

(3) For Multisystemic Therapy (MST):

- (a) Precepts/practices of MST contained in Blueprints for Violence Prevention;
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by MST Services;

(4) For Coordination of Services (COS):

- (a) General precepts and practices contained in the Coordination of Services initial training provided by an established Washington state juvenile court active coordination of services site; and
- (b) The CJAA portions of County's Application Response.

(5) Victim Offender Mediation (VOM):

The CJAA portions of County's Application Response.

(6) Family Integrated Transitions (FIT):

- (a) Precepts/practices of FIT contained in University of Washington Program Manual;
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington;

e. Promising Programs

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 (Attachment H) of the Block Grant Application, Budget, and Monitoring Instructions and as detailed in their 2011 Response to the Block Grant Application.

4. Consideration

- a. The maximum consideration for this agreement is identified in the "JRA-Issued Juvenile Court Allocation Tables", hereby incorporated by reference.
A revenue sharing process may be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available.
The full list of priorities for revenue sharing will be provided by the JRA. Counties shall submit their "Revenue Sharing Requests>Returns Form" to their respective Regional Administrators no later than May 15th. Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of new "JRA-Issued County Allocation Tables." 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 Block Grant 2011 Application, Budget, and Monitoring Instructions.
- c. The contractor shall not be reimbursed for youth placed on consecutive or combined CDDA sentences which allow the total sentence(s) to exceed 12 months 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 Block Grant 2011 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Application Response (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 JRA CDDA Title XIX must have separate contracts with JRA to provide services.

The maximum consideration payable and the match generated in additional federal dollars are incorporated by reference in the County's Block Grant 2011 Application, Budget, and Monitoring Instructions (Application) and the County's Approved Application Response (Application Response).

5. Billing and Payment

- a. Monthly invoices (A-19) are to be submitted to JRA each month for services provided. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JRA and completed by the County:
 - (1) Required sentencing worksheets and Disposition Orders for SSODA, CDDA, MHDA, and SDA Committable youth;
 - (2) Monthly Project Update for each Evidence Based Program and Promising Program; and
 - (3) Roster Reports for local sanction and committable youth for all Disposition Alternatives.
- b. The County 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.
- d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA or CDDA. The JRA Regional Administrator, or designee, will determine maximum allowable treatment costs.
- e. Detention costs, for up to 30 days, for SSODA, CDDA, MHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds. Detention costs for offenders participating in CJS, CJAA, and CDDA local sanction are not eligible for payment through this Consolidated Contract.

- 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. 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.
- h. 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 JRA.
- i. 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.
- j. 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.
- k. The County shall not be reimbursed for supervision costs associated with youth sentenced to Disposition Alternatives subsequent to a JRA commitment, when the alternative runs concurrent to the period of parole supervision.

6. Items Incorporated by Reference

- a. JRA-Issued County Allocation Tables;
- b. Block Grant Contract 2011 Application, Budget, and Monitoring Instructions and the County's Approved Application Response (Application Response);
- c. Chapter 388-710 WAC: Consolidated Juvenile Services Programs;
- d. RCW's 13.06, 13.40.160, 13.40.165, 70.96A.520, 13.40.500 – 13.40.550;
- e. Juvenile Disposition Sentencing Standards;
- f. The Effectiveness Standards for the Treatment of Chemical Dependency in Juvenile Offenders: A Review of the Literature (January 1998);
- g. Division of Alcohol and Substance Abuse, Juvenile Rehabilitation Administration, Medical Assistance Administration Chemical Dependency Title XIX Contractors Outpatient Billing Instructions (October 2003);
- h. "CDDA Case Management Standards for Chemically Dependent Youth";
- i. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998; and
- j. Delinquency Prevention: An Example of Consultation in Rural Community Mental Health, January 1987.

STATEMENT OF WORK**Suspended Disposition Alternative (SDA)
and
Mental Health Disposition Alternative (MHDA)****1. Purpose**

To provide services to youth in their local communities as an alternative to having them committed to the JRA. The Contractor shall provide assessment, effective research-based treatment interventions, and supervision to youth placed on the Suspended Disposition Alternative and the Mental Health Disposition Alternative in order to reduce the likelihood that youth participating will further penetrate the juvenile justice system.

2. Contractor Obligations

The Contractor shall use the funds provided under this County Program Agreement to:

- a. Provide assessment, monitoring and treatment services to committable youth that are retained in the community, and that are sentenced under SDA and MHDA, and who have committed the eligible offense on or after July 27, 2003.
- b. Ensure youth are eligible for research-based services as determined by the Washington State Juvenile Court Administrators' (WAJCA) Risk Assessment Tool.
- c. Provide aggregated risk assessment data for research-based programs, so the Contractor can assess composition of youth needs and risks within specific targeted groups based on risk and protective factors.
- d. Adhere to the Community Juvenile Accountability Act (CJAA): Program Evaluation Design, WSIPP, November 1998, incorporated by reference, when delivering CJAA interventions. If the Contractor anticipates deviating from any aspect of program delivery, a request in writing shall be made to and approved by the JRA Regional Administrator or designee. Contracted and/or Court Service Delivery shall be based on and adhere to:
 - (1) For Functional Family Therapy (FFT):
 - (a) General precepts/practices contained in FFT Initial 3-Day Training;
 - (b) Assessment/Reporting Standards contained in FFT 1-Day Systems Training;
 - (c) Clinical feedback from FFT Inc. in on-going consultation and site visits; and
 - (d) Precepts/practices of FFT contained in Blueprints for Violence Prevention.
 - (2) For Aggression Replacement Training (ART):
 - (a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;

- (b) Precepts/practices contained in ART initial training or subsequent Quality Assurance statewide meetings; and
- (c) Feedback from designated ART statewide lead 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 MST Services.
- e. Provide to the JRA and the Washington State Institute for Public Policy (WSIPP) any statistical risk assessment data and program information necessary to assist the WSIPP in developing adherence and outcome standards for measuring effectiveness of treatment programs utilized with youth under the aforementioned sentencing alternatives.
 - f. Ensure a culturally diverse population and Tribal/Native representatives have input and involvement in the design and implementation of projects.

3. Suspended Disposition Alternative (SDA) Services

The Contractor shall:

- a. Provide SDA for youth that are subject to a standard range disposition commitment to JRA, and require eligible youth, as defined in RCW 13.40.0357, to comply with one or more local sanctions and any educational or treatment requirement.
- b. Provide case assessment, case management, and research-based services to offenders that are sentenced to this program which are designed to decrease recidivism, decrease commitments to the JRA, and increase the number of youth who reside in the community and receive local services for up to nine months.
- c. Ensure youth sentenced to this option, and eligible via the WAJCA risk assessment, participate in research-based best practice programs as identified by the WSIPP.
- d. Comply with the intervention adherence and outcome effectiveness standards as developed by the WSIPP.
- e. Provide the level of supervision, monitoring, and service provision based on the WAJCA Risk Assessment Tool, as well as court ordered conditions and established program standards.

4. Mental Health Disposition Alternative (MHDA) Services

The Contractor shall:

- a. Provide MHDA for youths that are subject to a standard range disposition to the JRA and meet the criteria for eligibility as follows:
 - (1) A current diagnosis, consistent with the American psychiatry association diagnostic and statistical manual of mental disorders, of axis I psychiatric disorder, excluding youth that are diagnosed as solely having a conduct disorder, oppositional defiant disorder, substance abuse disorder, paraphilia, or pedophilia; and

- (2) Determine if an appropriate treatment option is available in the local community.
- b. Provide treatment programming that identifies and addresses requirements for successful participation and completion of the treatment intervention program as defined in ESSB 5903, Section #4.
 - c. Utilize the approved list of interventions as determined by the WAJCA, JRA, WSIPP, and a representative of the Division of Public and Behavioral Health and Justice Policy at the University of Washington.
 - d. Consider whether the offender and the community will benefit from use of the MHDA and shall consider the victim's opinion whether the offender should receive the option.
 - e. Benefit the offender's family and community.
 - f. Order when appropriate, a comprehensive mental health evaluation to determine if the offender has a designated mental health disorder, and/or a Chemical Dependency Evaluation, to determine if the offender also has a co-occurring chemical dependency disorder. The evaluation shall include at a minimum the following:
 - (1) Offender's version of the facts and the official version of the facts;
 - (2) Offender's offense;
 - (3) Assessment of the offender's mental health, drug-alcohol problems, and previous treatment attempts;
 - (4) Offender's social, criminal, educational, and employment history, along with current living situation; and
 - (5) Offender's amenability to research-based treatment.
 - g. Have the evaluator develop a proposed case management and treatment plan which shall include at a minimum:
 - (1) Availability of treatment;
 - (2) Anticipated length of treatment;
 - (3) Number of proposed treatment interventions and the anticipated sequence of those interventions;
 - (4) Education plan;
 - (5) Residential plan; and
 - (6) Monitoring plan.
 - h. Place the offender on community supervision for up to one year, and impose one or more local sanctions to include confinement in a secure county detention facility for up to 30 days and require the offender to participate in the recommended treatment intervention as a condition of the MHDA.

(1) The 30-day confinement limit for this option shall not include inpatient psychiatric treatment facilities, substance abuse programs, or county group homes, and is specific to secure county juvenile detention centers.

i. Obtain monthly reports from the treatment providers on the offender's progress in treatment, and any other material specified by the Contractor at the time of the disposition. The report shall include:

(1) Dates of attendance;

(2) Offender's compliance with requirements;

(3) Treatment activities;

(4) Medication management;

(5) Offender's progress in treatment; and

(6) Any other material specified by the Contractor at the time of disposition.

5. Consideration

a. Suspended Disposition Alternative (SDA) shall be paid as follows:

(1) \$20 per day, per youth, for up to nine months of supervision costs.

(2) Actual treatment costs of up to \$2,500 per youth served.

b. Mental Health Disposition Alternative (MHDA) shall be paid as follows:

(1) \$20 per day, per youth, for up to twelve months of supervision costs.

(2) \$10,600 for treatment and assessment costs per youth served.

c. The statewide maximum consideration shall be determined by the legislative appropriation.

d. Funding may not be available for youth sentenced to these alternatives after the designated legislative appropriation capacity limit has been reached.

e. The Contractor shall be eligible for reimbursement for either SDA or MHDA supervision costs, for up to 14 days following a youth being placed on absconder status, a warrant being issued, or for a youth confined beyond 14 days.

f. The Contractor shall be reimbursed for costs incurred for direct SDA or MHDA treatment services, for youth residing out of state on Interstate Compact Supervision.

g. Billable days (costs) may begin on the day of disposition, but will not be allowed for the day of discharge or revocation.

h. The Contractor shall not be reimbursed for supervision costs associated with youth sentenced to Disposition Alternatives subsequent to a JRA commitment, when the alternative runs concurrent to the period of mandatory parole supervision.

6. Payment and Billing

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

- (1) Sentencing Worksheets –

- (a) Worksheets must be received by the JRA Regional Office, with a copy sent to the JRA Central Office in Olympia within 3 working days of sentencing. The Contractor may not be reimbursed for youth sentenced to these alternatives if a sentencing worksheet has not been received by the JRA Region prior to the imposition of the designated state capacity;

- (2) REB 1 – SDA/MHDA Monthly Reimbursement form (Attachment A) - which shall have treatment and supervision costs represented as a separate line items for reimbursement; and

- (3) SDA/MHDA Roster Report - as provided by the JRA.

- b. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages.

- c. JRA will provide regular updates to the contractor regarding the status of the utilization for both options in relation to the statewide capacity limit.

7. Items Incorporated by Reference

- a. RCW's 13.40.500 and 13.40.0357;
- b. 2003 ESSB 5903;
- c. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998;
- d. MHDA Program Interventions List; and
- e. Revised Sentencing Worksheets.

ATTACHMENT A

REB 1 – SDA

MONTHLY REIMBURSEMENT

County _____

Month/Year _____

Sentencing Disposition Alternative (SDA)				
(1)	(2)	(3)	(4)	(5)
Name of Youth	Supervision days Current billing	Supervision Days Case total (up to 9 months)	Treatment Cost Current billing	Treatment Cost Case total (up to \$2,500)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Supervision Costs \$ _____ Column (2) total X \$20.00				
Treatment Costs \$ _____ Column (4) total				
SDA Total Costs \$ _____				

REB 1 - MHDA

MONTHLY REIMBURSEMENT

County _____

Month/Year _____

Mental Health Disposition Alternative (MHDA)

(1)	(2)	(3)	(4)	(5)
Name of Youth	Supervision/ Assessment Cost (Case total not to exceed \$12,600)	Treatment Cost (Current Month)	Treatment Cost (Case total not to exceed \$5,000)	Total Cost (Up to \$17,600)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Total program costs may not exceed \$17,600 per case/youth for up to 12 months on the program

Total Program Costs \$ _____ Column (5) total

