Jefferson County Board of County Commissioners Agenda Request

TO:

Board of County Commissioners

Philip Morley, County Administrator

FROM:

Barbara Carr, Juvenile Court Administrator

DATE:

For the Week of August 1, 2011

RE:

WSART Consultant Services

Statement of Issue:

This Program Agreement allows reimbursement to Jefferson County/Juvenile and Family Court Services for Shannon Burns' time as a statewide consultant for Washington State Aggression Replacement Training. The County will be reimbursed at the rate of \$40 per hour for Ms. Burns to perform the duties as set forth in the Statement of Work.

Analysis:

WSART is an evidenced based intervention for juvenile offenders. Juvenile courts across Washington State receive dollars allocated by the legislature to provide this program as it is proven to reduce recidivism. The quality assurance program for WSART is a crucial part of Washington's success in the delivery of this "EBP." The Quality Assurance Plan calls for statewide consultants to provide oversight and training of the WSART programs across the State under the supervision of the Statewide WSART Expert, Chris Hayes. Shannon Burns has been selected as one of five statewide consultants to perform consultant duties to WSART programs. Jefferson County is reimbursed for Shannon's time pursuant to the WSART Quality Assurance requirements.

Alternatives:

Shannon's participation in the QA program is a benefit to Jefferson County in many ways. The only alternative is for me to withdraw my support of this opportunity.

Fiscal Impact:

None. These funds will reimburse for salary, benefits and travel.

Recommendation:

That the Board sign three originals of this Program Agreement between DSHS/JRA and Jefferson County.

Reviewed by Philip Morley, County Administrator.



COUNTY

PROGRAM AGREEMENT

1163-30917

DSHS Agreement Number

WSART	Consu	ultation	ì
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	WSART Consultation							
This Program Agreement is by and between the State of Washington						Administration or Division		
Department of Social and Health Services (DSHS) and the County identified					Agreement Number			
below, and is issued in conjunction with a County and DSHS Agreement On						County Agreement Number		
General Terms and Conditions, which is incorporated by reference.								
DSHS ADMINISTRATION	DSHS DIVISION			DSHS II	NDEX NUMBER	DSHS CONTRACT CODE		
	Division of Treatment a Intergovernmental Prog			1223		5000CC-63		
DSHS CONTACT NAME AND TIT			DSHS CONTACT	ADDRESS				
Jeff Patnode P.			P.O. Box 45720	O. Rox 45720				
CJAA Program Administrator								
DOUG CONTACT TELEPHONE		Треце	Olympia, WA 98	504-	I Delle	CONTACT E-MAIL		
(360) 902-8086 Ext:			902-8108			i@dshs.wa.gov		
COUNTY NAME			COUNTY ADDRESS					
Jefferson County			1820 Jefferson St					
Port Townsend, WA 98368-								
COUNTY FEDERAL EMPLOYER IDENTIFICATION COUNTY CONTACT NAME NUMBER COUNTY CONTACT NAME								
916001322			Barbara Carr		1.001111	D/ CONTRACT E MAII		
COUNTY CONTACT TELEPHONE COUNTY CO (360) 385-9190 Ext: (360) 385-9190			ITY CONTACT FAX 385-9191	1				
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? CFDA NUMBERS								
No		T =======		D.4.77	BAANGBALIBA POPA	OGRAM AGREEMENT AMOUNT		
7/1/2011 6/30/2013		\$17,200.00						
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: Statement of Work								
By their signatures below, the	ne parties	agree to t	he terms and cor	ditions of t	his County Pro	gram 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								
COOK T GIGNATURE(S)			, Kill LD		22(0)			
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						·		
DSHS SIGNATURE		PRINTED N	AME AND TI	TLE	DATE SIGNED			
			ntanosas d Contract	Manager				
		•	Signite di					

Approved as to form only:

DSHS Central Contract Services 5048CF County Program Agreement HIPAA (2.14.07)

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- 1. **Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "WSART" means Washington State Aggression Replacement Training.
 - 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. Purpose

The purpose of this Contract is to provide clinical consultation services to the county juvenile courts that are providing a Community Juvenile Accountability Act (CJAA) funded WSART program to youth receiving community supervision in order to ensure program fidelity.

3. 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 Exhibit A: Statement of Work, incorporated by reference and attached herein.

4. 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 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:

- (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 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:

- (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 contract shall not be renewed unless the Secretary determines significant progress has been made.

5. 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.
- 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 JRA juvenile records, and subject to the same confidentiality guidelines outlined in JRA Bulletin 29. All records related to JRA youth must be provided to DSHS upon request.

6. Billing and Payment

- a. The Contractor shall submit an A-19 Invoice Voucher, or other JRA pre-approved invoice document, to DSHS each month for services provided.
- b. The Contractor's A-19 Invoice Voucher shall be submitted no later than 45 days past the last day of the month, in which services were provided.
- c. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher. The invoice shall describe and document the following:
 - (1) Date and time period of service(s) performed;
 - (2) Description of work performed.
- d. Payment shall be considered timely if made by DSHS within 30 days after the receipt of the

properly completed invoice.

- e. Payment shall be sent to the Contractor's address on page one of this Contract.
- f. The Contractor accepts the DSHS payment as the sole and complete payment for the services provided under this contract.
- g. DSHS shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with paragraph 2, "Statement of Work." If DSHS pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.
- h. If this Contract is terminated for any reason, DSHS shall pay for only those services authorized and provided through the date of termination.
- 7. Disputes. Either the Contractor or JRA may initiate a dispute claim for consideration by the other party, as it relates to the terms of this Contract, or to the services provided by the Contractor under the terms of this Contract. In accordance with the JRA dispute resolution process, attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the Contractor and JRA organization, which initiated the contract. Upon verbal or written request from the Contractor, JRA shall provide the Contractor a copy of the JRA dispute resolution process within 5 working days of the request.

Statement of Work

WSART Consultation for County Juvenile Courts

- 8. The Contractor shall provide to statewide WSART Teams by telephone or in-person clinical consultation services. Services shall include, but are not limited to:
 - a. Providing clinical consultation to WSART Teams throughout the state;
 - b. Participating in and providing WSART training;
 - c. Monitoring by direct observation or videotaped WSART sessions WSART Teams for adherence and compliance to WSART project standards;
 - d. Reporting monitoring results to the JRA Juvenile Court Program Administrator and to the statewide WSART Quality Assurance Specialist on a monthly basis;
 - e. Providing assistance with individual WSART Team's improvement plans; and
 - f. Participating in implementation and ongoing program development meetings.

9. Deliverables

a. Monthly Reporting

The Contractor shall provide monthly activity and monitoring summary reports to the JRA Juvenile Court Program Administrator.

b. Quarterly Reporting

The Contractor on a quarterly basis shall provide the JRA Juvenile Court Program Administrator and the Statewide ART Quality Assurance Specialist a report that summarizes the following information for all WSART Trainers served that quarter:

- (1) Number of WSART Trainers served;
- (2) Number of WSART Trainers who were rated as Highly Competent, Competent, Borderline Competent, and Not Competent;
- (3) Number of WSART Trainers placed on Informal Improvement Plans;
- (4) Number of WSART Trainers who successfully completed their Informal Improvement Plans;
- (5) Number of WSART Trainers who did not complete or unsuccessfully completed their Informal Improvement Plans and are referred to the WSART QAS for further action; and
- (6) Number of WSART Trainers who were rated as Not Competent and forwarded to the WSART QAS for further action.
- c. Outcome Reporting

The Contractor shall report to the JRA Juvenile Court Program Administrator at the completion of services to WSART Trainers the following information:

- (1) The frequency that WSART Consultants were available for monthly telephone consultation:
- (2) The frequency of participation of each Juvenile Court's participation in monthly telephone consultation;
- (3) Any changes in the Juvenile Courts' WSART programs; and
- (4) The adherence and competence rating of each Juvenile Court's WSART Trainer.

10. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$17,200, including any and all expenses, and shall be based on the following:

- a. The maximum consideration payable for Fiscal Year 2012 is \$9,080 and for Fiscal Year 2013 is \$8,120. Funds not expended in Fiscal Year 2012 cannot be carried over to the following Fiscal Year.
- b. The Contractor shall be paid \$40.00 per hour for clinical consultation services and payment shall be based upon the JRA Juvenile Court Program Administrator receipt and approval of monthly summary report.
- c. The Contractor shall only be reimbursed for travel costs pre-approved in writing by the JRA Juvenile Court Program Administrator.