

**Jefferson County  
Board of County Commissioners  
Agenda Request**

**To:** Board of County Commissioners  
Philip Morley, County Administrator

**From:** Barbara Carr, Juvenile Court Administrator

**Date:** October 17, 2011

**Subject:** Evidence Based Expansion – Program Agreement  
DSHS/JRA

**Statement of Issue:**

This Program Agreement allows reimbursement for the Evidence Based Expansion dollars allocated by the 2011 Legislature. The amount for this biennium's award is \$77,208.00. For Jefferson County, this funds our Functional Family Therapy program.

**Analysis:**

FFT, an evidence-based program proven to reduce recidivism in juvenile offenders, is available in Jefferson County because of these dollars allocated by the legislature. Our FFT Therapist, Megan Smith, works on a contract to serve families referred by the Juvenile and Family Court Services Department.

**Alternatives:**

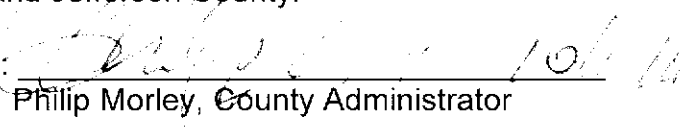
Not provide evidence based programs.

**Fiscal Impact:**

I have included the appropriate budget amount in my 2011 budget.

**Recommendation:**

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

Approved by:   
Philip Morley, County Administrator



COUNTY

PROGRAM AGREEMENT
Evidence Based Expansion

DSHS Agreement Number

1163-35689

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

Juvenile Rehabilitation

Division of Treatment and Intergovernmental Prog

1223

5052CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Cory Redman
Program Administrator

14th and Jefferson
P.O. Box 45720
Olympia, WA 98504-

DSHS CONTACT TELEPHONE
(360) 902-8079 Ext:

DSHS CONTACT FAX
(360) 902-8108

DSHS CONTACT E-MAIL
redmaca@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Jefferson County

PO Box 1220
1820 Jefferson Street
Port Townsend, WA 98368

COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER

COUNTY CONTACT NAME

916001322

Barbara Carr

COUNTY CONTACT TELEPHONE
(360) 385-9190 Ext:

COUNTY CONTACT FAX
(360) 385-9191

COUNTY CONTACT E-MAIL
bcarr@co.jefferson.wa.us

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

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE
7/1/2011

PROGRAM AGREEMENT END DATE
6/30/2013

MAXIMUM PROGRAM AGREEMENT AMOUNT

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:

[ ] Data Security: [X] Exhibits (specify): Exhibit A: Statement of Work; Exhibit B: Monthly Project Update Form; Exhibit C: Monthly Reimbursement Request Form; and Exhibit D: Quarterly Target Update Form

[ ] No Exhibits.

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 Hontanosas
Grants & Contracts Manager

Approved as to form only:

[Handwritten Signature]
Jefferson Co. Prosecutor's Office

**STATEMENT OF WORK  
Evidence Based Expansion**

**1. Purpose**

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), Aggression Replacement Training (ART), Coordination of Services (COS), and Family Integrated Transitions (FIT).

**2. General Requirements.**

Upon approval of the County Juvenile Court's Approved Evidence Based Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Application Response to the Juvenile Rehabilitation Administration's (JRA) Evidence Based Expansion Solicitation;
- b. All participating youth must be administered a Washington State Juvenile Court prescreen or full Risk Assessment. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and
- c. Insure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality Assurance programs for the following programs: Functional Family Therapy, Multi-systemic Therapy, Aggression Replacement Training, and Coordination of Services.

**3. Intervention Programs:**

Functional Family Therapy, Multi-systemic Therapy, Aggression Replacement Training, Coordination of Services, and Family Integrated Transitions.

- a. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates deviating from any aspect of its Application Response, it must submit a written request for prior approval to the JRA Headquarters Program Administrator. 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; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention

(2) For Multi-systemic 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.

(3) 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 Quality Assurance Specialist and Regional Site Consultants in on-going consultation and site visits.

(4) For Coordination of Services (COS):

- (a) Precepts and practices contained in Coordination of Services Statewide Manual; and
- (b) General Precepts and practices contained in the Coordination of Services initial training.

(5) For Family Integrated Transitions (FIT):

- (a) Attendance to all training on the treatment model required;
- (b) Compliance with all concepts and practices contained in the training and in the developed treatment model; and
- (c) Clinical guidance as supplied by the University of Washington.

b. For the interventions listed above:

- (1) The County Juvenile Court shall comply with the Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see *CJAA: Program Evaluation Design*, WSIPP, November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.
- (2) RCW 13.40.500 through 13.40.550 requires that the County Juvenile Court collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program.

**4. Consideration.**

- a. The maximum consideration for the Evidenced Based Expansion program for FY12-13 are identified in the "Juvenile Court Evidence Based Expansion Funding Awards FY12-13" list, incorporated herein by reference.
- b. Under expenditure in FY12 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of FY12 and FY13 for all counties participating in the Evidence Based Expansion contract, provided funding is available.
- c. The full list of priorities is detailed in the "County Juvenile Court's Washington State Juvenile Court

Evidence Based Expansion Application". County Juvenile Courts shall submit the JRA provided "Revenue Sharing Requests/Returns Form" to the Program Administrator identified on page 1 no later than May 15<sup>th</sup> of each fiscal year. Late submittals shall not be considered, unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards FY12-13" list. 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."

- d. County Juvenile Courts implementing Victim Offender Mediation (VOM) with Evidence Based Expansion funding in State Fiscal Year 2011, may continue to use Evidence Based Expansion funding on VOM until September 30, 2011.
- e. JRA will review utilization by January 1<sup>st</sup> each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", the State-wide Quality Assurance Coordinators and CJAA Advisory Committee shall intervene and a work plan be developed with the County Juvenile Court to maintain compliance with their proposed cost per participant.
  - (1) The cost per participant is determined in section 5(A) of the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."
- f. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- g. This Agreement may be subject to termination in the event the 2009 legislatively authorized block grant funding formula is implemented at any time during the period of performance of this Agreement. Prior to the termination of this Agreement, JRA will reconcile the reimbursed amount with remaining funding resulting in the execution of a new Agreement apportioning funds for the remainder of the biennium.

## **5. Payment and Billing.**

- a. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher, or other JRA pre-approved invoice document, and the required monthly project forms. JRA retains the right to withhold payment for incomplete or delinquent reimbursement packages. The following documents must be attached with the A-19 before payment will be made by JRA:
  - (1) Monthly Project Update Form. Use Exhibit B – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, ART, COS, and/or FIT).
  - (2) Monthly Reimbursement Request Form. Use Exhibit C – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, ART, COS, and/or FIT).
  - (3) Quarterly Target Update Form. Use Exhibit D – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, ART, COS, and/or FIT) to JRA within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly invoices (A-19).
- b. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.

- c. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- d. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- e. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- f. Stop Payment. If reports required under this Contract are delinquent, DSHS, JRA may stop payment to the County Juvenile Court until such required reports are submitted to JRA.

**6. County Compliance.**

**a. Subcontractors**

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court 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 Juvenile Court for any breach of performance.

**b. Site Review**

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

**c. Other Provisions**

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

**(1) Background Check/Criminal History –**

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

(2) Sexual Misconduct –

- (a) 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.
- (b) 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).
- (c) In addition, the Secretary shall disqualify for employment with a contractor in any position with access to an offender, any person:
  - i. 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
  - ii. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender
- (d) 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.

**7. Items Incorporated by Reference**

- a. RCW 13.40.500 – 13.40.550;
- b. Juvenile Disposition Sentencing Standards;
- c. The Community Juvenile Accountability Act: Program Evaluation Design, WSIPP, November 1998;
- d. JRA CJAA Quality Assurance Plans for Functional Family Therapy and Aggression Replacement Therapy and Coordination of Services; and
- e. The Washington State Juvenile Court Evidence Based Expansion Application document dated July 19, 2011.

**Juvenile Court Evidence Based Expansion  
MONTHLY PROJECT UPDATE FORM**

The following information must be submitted on the Monthly Project Update Form, as provided by JRA, for each type of intervention (ART, COS, FFT, FIT, MST) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JRA.

1. County Name.
2. Month/Year of Service.
3. The court's projected number of youth who will start the program for the **current fiscal year**.
4. The number of youth who started the program **during this month** (Youth shall only be counted as a starter one time per evidence based program per probation obligation).
5. The total number of youth who started the program **since the beginning of the current fiscal year**.
6. The number of youth who have successfully completed the program **during this month**.
7. The number of youth who have successfully completed the program **since the beginning of the current fiscal year**.
8. The total number of youth who are still active in the program and have not completed **as of the end of this month**.
9. The **Total Reimbursement** for the program since the beginning of the current fiscal year.
10. The county's **current cost per youth** for the program.
11. **Program Comments** (include barriers to getting youth to start the programs and/or any opportunities to expand the programs).



**Juvenile Court Evidence Based Expansion  
MONTHLY REIMBURSEMENT REQUEST FORM**

Attach completed Form(s) to an Invoice Voucher Form A-19 when submitting requests for payment to JRA. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (ART, FFT, MST, COS, FIT, and/or VOM).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, ART, ETC.)
--------	------------	--

**COSTS THIS MONTH**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Administrative</b>	\$ _____
<b>TOTAL COST</b>	\$ _____

**Juvenile Court Evidence Based Expansion  
QUARTERLY TARGET UPDATE FORM**

Submit completed Form(s) to JRA within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (ART, COS, FFT, MST, and/or VOM).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (ART, FFT, ETC.)
--------	---------	------	--

**PROPOSED QUARTERLY TARGETS**

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
-----------------------------	------------------------------	-----------------------------	------------------------------

**ACTUAL QUATERLY TARGETS**

1. _____	is the number of youth who <b>participated</b> in the project for the quarter being reported.
2. _____	is the number of youth who <b>completed</b> the project for the quarter being reported.

**BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION**

--

**IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION**

--

## Juvenile Court Evidence Based Expansion Funding Awards FY12-13

County	FY12 Awards	FY13 Awards	FY12-13 Awards
Benton/Franklin	135,933	129,004	264,937
Chelan	67,614	67,813	135,427
Clallam	61,192	63,424	124,616
Clark	124,291	118,471	242,762
Columbia/Walla Walla	26,526	26,526	53,052
Cowlitz	61,465	61,465	122,930
Grays Harbor	36,150	36,150	72,300
Island	44,122	44,122	88,244
Jefferson	38,604	38,604	77,208
King	612,030	598,153	1,210,183
Kitsap	72,024	72,024	144,048
Lewis	24,535	30,295	54,830
Lincoln	4,679	4,679	9,358
Mason	37,433	37,433	74,866
Okanogan	69,044	105,800	174,844
Pacific/Wahkiakum	23,396	23,396	46,792
Pierce	450,580	447,764	898,344
Skagit	54,828	54,828	109,656
Snohomish	200,787	192,114	392,901
Spokane	328,411	321,581	649,992
Thurston	222,129	222,129	444,258
Whatcom	64,838	64,838	129,676
Yakima	289,496	289,496	578,992
<b>County Sub-Total</b>	<b>3,050,108</b>	<b>3,050,108</b>	<b>6,100,216</b>