

**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 September 9, 2013

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, a Juvenile Probation Counselor in Jefferson County is currently serving 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. This contract would continue that consultant relationship.

**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.

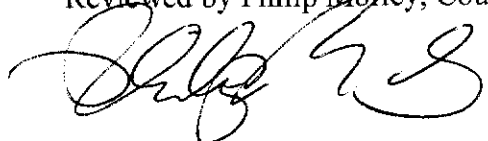
**Fiscal Impact:**

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.



9/4/13



**COUNTY  
PROGRAM AGREEMENT  
WSART Consultation for County  
Juvenile Courts**

DSHS Agreement Number  
1363-80445

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 Juvenile Justice and Rehabilitation Administration	DSHS DIVISION Division of Treatment and Intergovernmental Prog	DSHS INDEX NUMBER 1223	DSHS CONTRACT CODE 5000CC-63
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DSHS CONTACT NAME AND TITLE Cory Redman Program Administrator	DSHS CONTACT ADDRESS 14th and Jefferson P.O. Box 45720 Olympia, WA 98504-
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DSHS CONTACT TELEPHONE (360) 902-8079	DSHS CONTACT FAX (360) 902-8108	DSHS CONTACT E-MAIL redmaca@dshs.wa.gov
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COUNTY NAME Jefferson County	COUNTY ADDRESS 1820 Jefferson St Port Townsend, WA 98368-
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COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER	COUNTY CONTACT NAME Barbara Carr
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COUNTY CONTACT TELEPHONE (360) 385-9190	COUNTY CONTACT FAX (360) 385-9191	COUNTY CONTACT E-MAIL bcarr@co.jefferson.wa.us
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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
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PROGRAM AGREEMENT START DATE 07/01/2013	PROGRAM AGREEMENT END DATE 06/30/2015	MAXIMUM PROGRAM AGREEMENT AMOUNT \$16,440.00
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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): No Data Security Exhibit ; Exhibit A: Statement of Work - WSART Consultation for County Juvenile Courts

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 Del R. Hontanosas Grants and Contract Manager	DATE SIGNED

**Approved as to form only**  
*David Alvarez* 9/4/13  
 Jefferson Co. Prosecutor's Office  
 David Alvarez, Chief Civil DPA

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. "JJ&RA" means the Juvenile Justice and Rehabilitation Administration.
  - c. "JJ&RA Bulletins/Policies" means the JJ&RA Administrative Policies, which direct JJ&RA 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 (JJ&RA-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 JJ&RA 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 JJ&RA 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 JJ&RA; 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 JJ&RA 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 JJ&RA Rules (WAC); and
  - (2) DSHS and JJ&RA Bulletins/Policies.DSHS and JJ&RA Rules, Bulletins, and Policies are located at:  
<http://www.dshs.wa.gov/jra/policy.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 JJ&RA juvenile records, and subject to the same confidentiality guidelines established in statute, to include but not be limited to, RCW13.40. DSHS shall have access to all records related to a JJ&RA youth upon request.

## 6. Billing and Payment

- a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JJ&RA shall not make payment for any deliverable not completed in accordance to the specifications identified in this contract.
- b. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher. The invoice shall include the following documentation of the services delivered:
  - (1) Date and time period of service(s) performed; and
  - (2) The Description of work performed.
- c. Payment shall be considered timely if made by DSHS within 30 days after the receipt of the properly completed invoice.
- d. Payment shall be sent to the Contractor's address on page one of this Contract.
- e. The Contractor accepts the DSHS payment as the sole and complete payment for the services provided under this contract.
- f. 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.
- g. 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 JJ&RA 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 JJ&RA dispute resolution process, attempts to resolve disputes shall initially be addressed and be resolved at the lowest level possible between the Contractor and JJ&RA organization, which initiated the contract. Upon verbal or written request from the Contractor, JJ&RA shall provide the Contractor a copy of the JJ&RA dispute resolution process within 5 working days of the request.

## 8. Insurance

The Contractor shall at all times comply with the following insurance requirements.

### a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

i. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Enterprise Risk Management Office, PO Box 45882, Olympia, Washington 98504-5882 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give DSHS Enterprise Risk Management Office; 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

## Special Terms and Conditions

EXHIBIT A

### Statement of Work

#### WSART Consultation for County Juvenile Courts

9. 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 JJ&RA 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.
10. Deliverables
- a. Monthly Reporting  

The Contractor shall provide monthly activity and monitoring summary reports to the JJ&RA Juvenile Court Program Administrator.
  - b. Quarterly Reporting  

The Contractor on a quarterly basis shall provide the JJ&RA 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



### Special Terms and Conditions

The Contractor shall report to the JJ&RA 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.

#### 11. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$16,440**, including any and all expenses, and shall be based on the following:

- a. The maximum consideration payable for Fiscal Year 2014 is **\$8,220** and for Fiscal Year 2015 is **\$8,220**. Funds not expended in Fiscal Year 2014 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 JJ&RA 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 JJ&RA Juvenile Court Program Administrator.