

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

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

**FROM:** Barbara Carr

**DATE:** November 12, 2013

**RE:** Evidenced Based Expansion Program

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**STATEMENT OF ISSUE:**

Agreement for receipt of Evidence Based Expansion funding to Juvenile Court Services needs to be executed.

**ANALYSIS:**

This agreement reflects our intent to accept our allocation of statewide Evidence Based Program dollars for the State fiscal years July 1, 2013 through June 30, 2015. These funds support evidence based treatment and training programs, such as Functional Family Therapy (FFT).

**FISCAL IMPACT:**

This revenue will be included in my budget for 2014 and 2015.

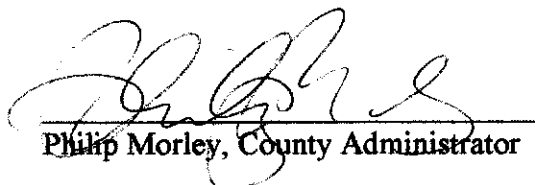
**RECOMMENDATION:**

That the Board approve the agreement and sign 3 originals. A fully executed original will be returned to the BOCC office upon final execution by DSHS/Juvenile Justice & Rehabilitation Administration.

**DEPARTMENT CONTACT:**

Barbara Carr

**REVIEWED BY:**

  
Philip Morley, County Administrator

11/6/13  
Date



**COUNTY**  
**PROGRAM AGREEMENT**  
**Evidence Based Expansion FY14-15**

DSHS Agreement Number  
 1363-78868

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  
 5052CS-63

DSHS CONTACT NAME AND TITLE  
 Robert Leonard  
 Administrator

DSHS CONTACT ADDRESS  
 14th & Jefferson  
 Olympia, WA 985045720

DSHS CONTACT TELEPHONE  
 (360)902-0858

DSHS CONTACT FAX  
 (360)902-8108

DSHS CONTACT E-MAIL  
 robert.leonard@dshs.wa.gov

COUNTY NAME  
 Jefferson County

COUNTY ADDRESS  
 PO Box 1220  
 1820 Jefferson Street  
 Port Townsend, WA 98368

COUNTY UNIFORM BUSINESS IDENTIFIER (UBI)  
 161-001-169

COUNTY CONTACT NAME  
 Barbara Carr

COUNTY CONTACT TELEPHONE  
 (360) 385-9190

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?  
 No

CFDA NUMBERS

PROGRAM AGREEMENT START DATE  
 07/01/2013

PROGRAM AGREEMENT END DATE  
 06/30/2015

MAXIMUM PROGRAM AGREEMENT AMOUNT  
 See Exhibit B

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;  Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: 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  
 Del Hontanosas  
 Grants & Contracts Manager

DATE SIGNED

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

**Evidence-Based Expansion (EBE) Contract Term, Reimbursement Procedures,  
and Program Responsibilities**

1. The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2013 and expires June 30, 2015.
2. Funding. As of July 1, 2013 the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2014-2015.

If by July 1, 2013 the County does not have a completed written application for funding approved by JJ&RA and signed by both parties, JJ&RA will temporarily reimburse the county according to the rates from the State Fiscal Year EBE Contract 2012-2013 (No. 1163-35689) until September 1, 2013 to provide for continuity of services. Once the County's application is signed and approved, the SFY 2014-2015 funding rate shall apply retroactively to July 1, 2013 and the County is responsible for adjusting its expenditures during the remainder of the agreement term to account for any discrepancies. If the County has not properly accounted for the difference between the two rates by April 30, 2014, JJ&RA may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

3. Statements of Work. As of July 1, 2013, the County is responsible for adhering to the Statement of Work described in the SFY 2014-2015 EBE Contract.

If by July 1, 2013 the County does not have a completed written application for funding approved by JJ&RA and signed by both parties, the statements of work from the State Fiscal Year EBE Contract 2012-2013 (No. 1163-35689) shall apply to all work performed under this agreement until September 1, 2013 to provide for continuity of services. Once the County's application is signed and approved, the County shall be responsible for providing services in accordance with the SFY 2014-2015 Statement of Work from that date forward.

4. Late Applications.

If the County does not have a completed written application for funding approved by JJ&RA and signed by both parties by September 1, 2013, JJ&RA may discontinue reimbursement until the application is completed and approved.

## 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), Washington State Aggression Replacement Training (WSART), 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 Justice and Rehabilitation Administration's (JJ&RA) 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, Washington State Aggression Replacement Training, and Coordination of Services.

#### 3. Intervention Programs:

Functional Family Therapy, Multi-systemic Therapy, Washington State 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 JJ&RA Headquarters JJ&RA Juvenile Court Treatment Programs 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 Washington State Aggression Replacement Training (WSART):

(a) Precepts/practices contained in Aggression Replacement Training (Rev. Ed.) by Goldstein, Glick and Gibbs;

(b) Precepts/practices contained in WSART initial training or subsequent Quality Assurance statewide meetings; and

(c) Feedback from designated WSART 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 FY14-15 are identified in the "Juvenile Court Evidence Based Expansion Funding Awards FY14-15" list, incorporated herein by reference.

b. Under expenditure in FY14 may not be carried forward to the subsequent fiscal year. A revenue

sharing process may be made available during the latter part of FY14 and FY15 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 JJ&RA provided "Revenue Sharing Requests>Returns Form" to the JJ&RA Juvenile Court Treatment Programs 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 FY14-15" 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. JJ&RA 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."
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. 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.

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

- a. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed Invoice Voucher (A-19), or other JJ&RA pre-approved invoice document, and the required monthly project forms. JJ&RA retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- b. The following Deliverables must be attached with the Invoice Voucher (A-19) before payment will be made by JJ&RA:
  - (1) Monthly Project Update Form. Use Exhibit B – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, WSART, COS, and FIT).
  - (2) Monthly Reimbursement Request Form. Use Exhibit C – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, WSART, COS, and 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, WSART, COS, and FIT) to JJ&RA within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19).
- c. 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.

- d. 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.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. Stop Payment. If reports required under this Contract are delinquent, DSHS, JJ&RA may stop payment to the County Juvenile Court until such required reports are submitted to JJ&RA.

**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 the JJ&RA Juvenile Court Treatment Programs Administrator 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 JJ&RA 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 (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.
- (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 JJ&RA; 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 (CJAA): Program Evaluation Design, WSIPP, November 1998;
- d. JJ&RA 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 JJ&RA, for each type of intervention (WSART, FFT, MST, COS, and FIT) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JJ&RA.

8. County Name.
9. Month/Year of Service.
10. The court's projected number of youth who will start the program for the **current fiscal year**.
11. 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).
12. The total number of youth who started the program **since the beginning of the current fiscal year**.
13. The number of youth who have successfully completed the program **during this month**.
14. The number of youth who have successfully completed the program **since the beginning of the current fiscal year**.
15. The total number of youth who are still active in the program and have not completed **as of the end of this month**.
16. The **Total Reimbursement** for the program since the beginning of the current fiscal year.
17. The county's **current cost per youth** for the program.
18. **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 JJ&RA. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (WSART, FFT, MST, COS, and FIT).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, WSART, ETC.)
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**COSTS THIS MONTH**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>Administrative (not to exceed 15%)</b>	\$ _____
<b>TOTAL COST</b>	\$ _____

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

Submit completed Form(s) to JJ&RA within 15 days following each fiscal quarter being reported on. Note: Complete a separate QUARTERLY TARGET UPDATE FORM for each type of intervention (WSART, FFT, MST COS, and FIT).

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, WSART, ETC.)
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**PROPOSED QUARTERLY TARGETS**

FIRST QUARTER: JUL – SEP	SECOND QUARTER: OCT – DEC	THIRD QUARTER: JAN – MAR	FOURTH QUARTER: APR – JUN
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**ACTUAL QUATERLY TARGETS**

1. \_\_\_\_\_ is the number of youth who **participated** in the project for the quarter being reported.
2. \_\_\_\_\_ is the number of youth who **completed** the project for the quarter being reported.

**BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION**

**IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION**

**Juvenile Court Evidence Based Expansion Proposed Quarterly Targets - FY12-13**

County: Jefferson

**Proposed Quarterly Targets: ~~FY14~~**

	(1) Jul - Sep	(2) Oct - Dec	(3) Jan - Mar	(4) Apr - Jun	FY14 Totals
ART					0
COS					0
FFT	3	3	3	2	11
FIT					0
MST					0
<b>Totals</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>11</b>

**Proposed Quarterly Targets: ~~FY15~~**

	(1) Jul - Sep	(2) Oct - Dec	(3) Jan - Mar	(4) Apr - Jun	FY15 Totals
ART					0
COS					0
FFT	3	3	3	2	11
FIT					0
MST					0
<b>Totals</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>11</b>

**Juvenile Court Evidence Based Expansion Funding Awards FY14-15**

<b>County</b>	<b>FY14 Awards</b>	<b>FY15 Awards</b>	<b>FY14-15 Awards</b>
Benton/Franklin	129,004	129,004	258,008
Chelan	67,813	67,813	135,625
Clallam	63,424	63,424	126,848
Clark	118,471	118,471	236,941
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	598,153	598,153	1,196,306
Kitsap	72,024	72,024	144,048
Lewis	30,295	30,295	60,590
Lincoln	4,679	4,679	9,358
Mason	37,433	37,433	74,866
Okanogan	105,800	105,800	211,600
Pacific/Wahkiakum	23,396	23,396	46,792
Pierce	447,764	447,764	895,528
Skagit	54,828	54,828	109,656
Snohomish	192,114	192,114	384,228
Spokane	321,581	321,581	643,162
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>