

INTRA-AGENCY AGREEMENT

BETWEEN

CHILDREN'S ADMINISTRATION

AND

JUVENILE REHABILITATION ADMINISTRATION

The Department of Social and Health Services Children's Administration (CA) and Juvenile Rehabilitation Administration (JRA) recognize that times exist when children are served by both administrations. CA and JRA are committed to working together to serve each of these children in an effective and coordinated fashion to ensure that the child experiences a smooth continuum of treatment care designed to meet the needs of the child and his family.

The purpose of this agreement is to clarify the roles and responsibilities between the Department of Social and Health Services' (DSHS) Children's Administration (CA) and Juvenile Rehabilitation Administration (JRA) when providing services to youths who are or may be eligible for services from both administrations.

**1. Definitions:**

- a. "Behavior Rehabilitation Services (BRS)" are programs which use intensive resources to create an environment in which supervised group and/or family living are integrated into a comprehensive program in which positive behavioral support methods and environmental structure are provided, tailored to each youth's needs and offered in the least restrictive setting possible.
- b. Continuum of Care for youth served concurrently by JRA and CA includes but is not limited to the organizations and entities who provide care, treatment, and/or other services to a youth as a result of or in connection with a youth's JRA commitment, CA placement, or parole supervision. Information may be shared within the continuum of care without the consent of a youth for the purposes of treatment, care, case planning, and/or supervision.
- c. "Dependent Child" : Per RCW 13.34.030 a dependent child is a child/youth who has been found by the court to be:
  - (1) "Abandoned" whereby the child's parent, guardian, or other custodian has expressed either by statement or conduct, an intent to forego, for an extended period, parental rights or parental responsibilities despite an ability to do so. If the court finds that the petitioner has exercised due diligence in attempting to locate the parent, no contact between the child and the child's parent, guardian, or

- other custodian for a period of three months creates a rebuttable presumption of abandonment, even if there is no expressed intent to abandon;
- (2) “Abused or Neglected” as defined in Chapter 26.44. RCW by a person legally responsible for the care of the child; or
  - (3) Not to have a parent, guardian, or custodian capable of adequately caring for the child, such that the child is in circumstances which constitute a danger of substantial damage to the child’s psychological or physical development.
- d. “Dependency Review Hearing”: Per RCW 13.34.130, a Dependency Review Hearing is held to review the status of each child found to be dependent. Cases must be reviewed by the court at least every six months from the beginning date of the placement episode or the date dependency is established, whichever is first, at a hearing in which it must be determined whether court supervision should continue. The review must include findings regarding the agency and parental completion of disposition plan requirements, and, if necessary, revised permanency time limits.
- e. “Division of Children and Family Services (DCFS)” is a division under the Children’s Administration.
- f. “Individual Service and Safety Plan”: The Individual Service and Safety Plan (ISSP) is a semi-annual report which provides a written permanency plan of care which has the goal of securing a safe, stable, and permanent home for the child as soon as possible. The ISSP is updated at least every six months to coincide with the dependency review hearing. The ISSP is submitted to:
- (1) All court disposition, permanency planning, and review hearings
  - (2) Behavior Rehabilitation Services (BRS) information packet to obtain approval to place a child in a BRS program
  - (3) Prognostic staffings and administrative reviews
  - (4) Citizen reviews
  - (5) LICWAC staffings
- g. “SSODA” means Special Sex Offender Disposition Alternative. This is a disposition alternative for juvenile sex offenders adjudicated for first-time sex offenses other than Rape in the First Degree. Under SSODA, the juvenile court judge can suspend the disposition, place the offender on community supervision for up to three (3) years, and require the juvenile to participate in sex offender treatment with a state certified therapist. In addition, the court may impose other conditions, including up to 30 day’s confinement. If an offender does not comply with SSODA conditions, or is not making adequate progress in treatment, then the alternative disposition may be revoked and a determinate sentence imposed.
- h. Transition Plan means a plan which ensures continuity of care as youth move from one system to another.

- i. Voluntary Placement Agreement: Per RCW 74.13.350, a voluntary placement agreement is a written agreement between the Children's Administration and a child's parent or legal guardian authorizing the Children's Administration to place the child in a licensed home. Under the terms of this agreement, the parent or legal guardian must retain legal custody and the Children's Administration must be responsible for the child's placement and care. The agreement must at minimum specify the legal status of the child and the rights and obligations of the parent or legal guardian, the child, and the Children's Administration while the child is in placement. Voluntary Placement Agreements provide only short term authority for placement, to a maximum of six months, and do not allow placement in group care.

## **2. Time Period for this Agreement**

The effective period of this agreement shall begin March 1, 2003 and shall continue until formal termination or renegotiations have occurred. In the event circumstances change, either party to this agreement, shall provide written notification of the intent to terminate or re-negotiate this agreement to signatories, or successors, as follows:

- a. Written notification of the intent to terminate shall be provided 180 days in advance of proposed termination effective date.
- b. Written notification of the intent to re-negotiate any term in this agreement shall be provided 90 days in advance of proposed change.
- c. Written notification shall include the basis for the action and identify the desired effective date for termination or proposed change.

## **3. Service Delivery Provisions and Responsibilities:**

### **a. DEPENDENT YOUTH**

CA and JRA mutually agree to the following provisions and responsibilities for youths that are dependents of the state of Washington and under the care/custody of CA and may be concurrently committed to and/or on parole with JRA.

#### **(1) Written Notification to the Children's Administration (CA)**

JRA institutional staff shall provide written notification to the assigned DCFS social worker 60 days prior to the release of a dependent youth. JRA residential counselors shall provide a written report concerning the youth to the DCFS assigned social worker. The report shall include information outlined in item 3c., "Client Information" under this section.

#### **(2) Dependency Dismissals**

- (a) Dependency will be expected to continue while the child is committed to JRA, unless circumstances indicate dismissal is in the child's best interest and reasons for the dependency are no longer relevant.

- (b) CA will contact the youth's JRA residential and community counselors to discuss the youth's dependency status. CA may recommend dependency dismissal in the following circumstances:
  - Youth will remain in a JRA facility past their 18<sup>th</sup> birthday
  - Youth is not expected to return to a CA placement
- (c) If dismissal is being considered, CA and JRA shall jointly agree on the dependency dismissal before making the recommendation to the court.

### **(3) Dependency Review Hearings**

- (a) CA shall attend dependency review hearings while the youth is committed to JRA.
- (b) CA shall provide written notification to the youth's JRA facility 14 days prior to the dependency review hearing.
- (c) If the youth chooses to attend the dependency hearing, JRA shall arrange for transportation and supervision.
- (d) CA will contact the JRA residential and/or community counselor as needed to obtain information for dependency review hearings.
- (e) CA will provide a copy of the ISSP to the JRA residential and/or community counselor.

### **(4) Release from a JRA Facility**

The JRA residential counselor and the CA social worker shall negotiate arrangements for a youth's release, including transportation, destination, supervision, and any other factors necessary to a smooth transition from the facility.

### **(5) Out-of-Home Placements**

- (a) CA shall determine if an out-of-home placement is needed or required by court order for a youth and/or shall obtain the necessary placement authorization.
- (b) When placement is appropriate, CA shall notify JRA at the earliest possible date of the location of the youth's placement.
- (c) To the extent possible, CA will support JRA's requirement to provide 35 days notification to law enforcement for sex offenders.
- (d) CA shall complete the child's individual service and safety plan (ISSP) with input from JRA when the child is in out-of-home placement. The ISSP shall include the youth's responsibility to follow the conditions of JRA parole.

## **(6) Treatment Services for Dependent Youth**

JRA shall provide treatment services for dependent youth in the circumstances described under item e., “Treatment Services for Youth”.

### **b. NON DEPENDENT YOUTH**

CA and JRA mutually agree to the following provisions and responsibilities for youths that are not dependents of the state of Washington.

#### **(1) Transition Planning**

- (a) Transition planning shall begin upon the youth’s JRA commitment and assignment to residential and community counselors.
- (b) It is mutually agreed that non-dependent youth are expected to return to their families or a resource identified by the family.
- (c) JRA shall make best faith efforts to return a youth to the youth’s family or resource upon release.
- (d) JRA shall be responsible to develop a case plan for youth that are not dependents of CA.
- (e) DCFS shall not place youth for whom the primary placement issue is community protection. DCFS shall assist in planning for youth with juvenile offender histories to the extent possible, utilizing DCFS guidelines. In exceptional cases that create a risk to other children in the home, a staffing may be held with CA and JRA staff and the family to consider options and determine if a plan can be made to ensure safety for all children in the home. If supported by the staffing, CA shall determine whether a legal basis to place exists and may consider an Exception to Policy (ECP) to allow placement of the offending child.
- (f) Parents and/or legal guardians have authority to designate a non-custodial adult for the placement and care of their child. JRA will complete a release of information, as needed to facilitate communications with the designated placement to include the designated individual(s) in transition planning.
- (g) Transition planning shall involve the youth, parents, relatives, significant known adults involved in the child’s life, and others identified as appropriate by JRA residential and community counselors.
- (h) If best faith efforts by JRA have failed to identify a transition plan for the youth 90 days prior to release, the JRA community counselor shall assist the family in contacting CA Central Intake, who will refer the request, for family reconciliation and/or support services to assist with transition, to the appropriate local DCFS office. The family must identify transition obstacles. The local DCFS office will explore with the family what services may be available to the child and family.
- (i) JRA shall assist the parent in providing the necessary information to the intake staff at the time the contact is made with Central Intake. If CA

accepts the case; CA will contact the JRA residential counselor and/or community counselor to gather additional client information. JRA shall send written client information to CA, including efforts to identify alternative transition plans and/or placement options. The client information shall include the information outlined in item 3c., “Client Information”, under this section plus the following information:

- Youth name, date of birth, social security number
  - Parents name, address and phone number
  - Legal guardian name, address and phone number
  - Contact information for relevant JRA staff
  - Release plan attempted and obstacles
  - Parents/legal guardian plan for discharge
  - Name, address and phone number of all identified relatives, family friend, or identified non-custodial adults
  - Obstacles to placement with relatives, family friends
  - Information about the child, as identified below
- (j) If placement is necessary, CA will inform the JRA community counselor of the placement address and to the extent possible will support JRA’s requirement to notify law enforcement 35 days before placement.

**(2) Referral to CA**

- (a) As mandated reporters, JRA staff shall make a report to CA Central Intake whenever there is reasonable cause to believe that a youth’s return home, or continued presence in the home, creates a risk of abuse or neglect for that youth or other children in the home. CA will determine whether or not action is needed in response to the referral report, in accordance with 26.44 RCW. This report shall happen early in transition planning, ideally at 90 days before release, or as soon after 90 days that JRA staff recognize the risk will exist and parents are declining to seek family preservation and support services from DCFS.
- (b) Central Intake will inform JRA as to whether a referral has been accepted and referred to the local DCFS office for CPS investigation.
- (c) When CA accepts a case to place a youth, the DCFS social worker will seek the least restrictive placement possible. If CA determines that the youth needs the level of care provided by BRS, the DCFS assigned social work shall prepare a BRS referral packet. JRA shall provide to the DCFS social worker relevant information for the youth in accordance with the requirements of the BRS program and on the forms designated by the DCFS Regional Group Care Coordinator.

**c. Client Information**

The JRA residential counselor shall provide the following information in writing to CA 60 days prior to release. In the case of dependent youth, the information shall be provided to the DCFS social worker. For non-dependent youth where the parent is requesting services, the information shall be provided to CA Central Intake.

- Services offered and received by the child during commitment
- Progress and treatment reports including achievement of service goals
- SSODA and/or other evaluations
- Risk the child poses to self and others
- Involvement of extended family and/or significant others during commitment
- School achievement
- Diagnostic Record of Official Action (ROA)
  - ✓ School achievement
  - ✓ Hobbies/interests/strengths
  - ✓ Offense specific behavior (convictions and charges)
  - ✓ Drug/alcohol
  - ✓ Sexual behavior
  - ✓ Mental health history, treatment, providers
  - ✓ Status of eligibility for cross-system services (i.e., Division of Developmental Disabilities, Medical Assistance, County Probation, etc.)
- Youth Treatment and Transition Report
- Response to Transition Report
- Conditions of parole, once established
- Medical and medication information
- Mental health diagnosis and treatment information from the residential facility
- other information pertinent to CA.

**d. Transition Activities**

As soon as a placement resource has been identified, the DCFS social worker shall communicate relevant placement information to the JRA community counselor, in order to facilitate engagement in services, registration for sex offenders and other required notifications, as well as representation by both administrations at community meetings.

Relevant documents and information reflecting service and treatment planning and progress, placement changes, and legal actions shall be shared on an ongoing basis between both administrations.

**e. Treatment Services for Youth**

- (1) JRA shall be financially responsible for providing treatment services for youth where treatment is a requirement of the parole contract, in accordance with the youth's parole stipulations.
- (2) When youth are to be provided services supported by JRA funds, treatment services will be provided by JRA contracted treatment service providers.

- (3) JRA will provide contact information to CA regarding JRA's contracted service providers who provide services to youth on parole.
- (4) When treatment services are provided under a BRS placement, JRA and CA shall negotiate a portion of the monthly BRS fee to be paid by JRA.
  - (a) JRA shall journal voucher payments to CA for treatment services.

**f. Youth Over the Age of 18**

- (1) CA does not have authority to make an initial placement of a youth into out-of-home care after the youth's 18<sup>th</sup> birthday.
- (2) If a youth was a dependent of CA prior to commitment to JRA and was placed in out-of-home care, the youth may be eligible for independent living services (ILS).

**4. Responsibilities for Coordination**

- a. CA and JRA headquarters will share policy and procedure manuals, memoranda, fee schedules, eligibility criteria, information brochures or other written material which effect the administrations and provision of program services to mutually served clients.
- b. JRA and CA staff will be available to provide cross training and education concerning agency policy, programs, and other relevant information.
- c. For youth served concurrently by JRA and CA, JRA residential and parole programs as well as CA placements and services are considered a part of the youth's continuum of care. Information may be shared within the continuum of care without the consent of a youth to the extent needed for the purpose of treatment, care, and/or supervision.
- d. If the youth's placement changes during the parole period, the CA social worker will provide the JRA community counselor with information regarding the youth's new placement, in order to facilitate any changes in services, registration for sex offenders and other required notifications, as well as representation by both administrations at community meetings.
- e. JRA and CA will partner with each other, as needed, in the development of new programs and models.

**5. Disputes**

If a dispute takes place regarding the transition services and/or placement for a youth, the following process shall occur:

- a. DCFS social workers and JRA residential and/or community counselors shall work to resolve transition issues. If no resolution is possible, the dispute shall be referred to supervisory staff.

- b. CA and JRA supervisors or designees will work to resolve transition issues. If no resolution is possible, the dispute shall be referred to the DCFS Regional Administrator and JRA Superintendent, and/or designee.
- c. The DCFS Regional Administrator and JRA Superintendent will work to resolve transition issues. If no resolution is possible, the dispute shall be referred to the CA and JRA DSHS Assistant Secretaries or their designees.
- d. DSHS Assistant Secretaries or their designees shall maintain authority for final transition resolution issues.

IN WITNESS WHEREOF, the parties have executed this agreement.

JUVENILE REHABILITATION  
ADMINISTRATION

CHILDREN’S ADMINISTRATION

\_\_\_\_\_  
Cheryl Stephani                      Date  
Assistant Secretary

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Rosalyn Oreskovich                      Date  
Assistant Secretary