

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 07/18/23 BC 08/01/23
Subject:	Sign County Program Agreement with DCYF Agreement Number 2363-48735 Consolidated Contract
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	David Wheeler
PA Review, Approval to Form:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If no, include reasoning for no approval)
Type of Agenda Item:	Type of Action Needed: (Multiple boxes can be checked, if necessary)
<input checked="" type="checkbox"/> Consent Agenda	<input type="checkbox"/> Discussion Only <input type="checkbox"/> Pass Motion
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Decision / Direction <input checked="" type="checkbox"/> Pass Resolution
<input type="checkbox"/> Scheduled Business	<input type="checkbox"/> Sign Letter / Document <input type="checkbox"/> Pass Ordinance
	<input checked="" type="checkbox"/> Execute Contract

Summary / Background Information

The State of Washington Department of Social and Health Services (DCYF), consolidates the following into one contract: Consolidated Juvenile Services At-Risk, Disposition Alternatives for Special Sexual Offender Disposition Alternative, Community Juvenile Accountability ACT/Evidence Based Programs, Chemical Dependency Disposition Alternative, Suspended Disposition Alternative, Mental Health Disposition Alternative, Promising Programs and Detention Services. These grant dollars provide services in those programs. We have received the new County Program Agreement Consolidated Contract FY 23-25 No. 2363-48735.

The new agreement was not received by the Washington State Department of Children, Youth and Families until June 27, 2023 and is backdated to July 1, 2023 so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2023.

Fiscal Impact

This project is grant funded. The program agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Consolidated Contract No. 2363-48735.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING THE PROGRAM AGREEMENT BETWEEN THE JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES, JUVENILE REHABILITATION ADMINISTRATION

WHEREAS, Benton and Franklin "Counties" current Program Agreement with Washington Department of Social and Health Services, Juvenile Rehabilitation Administration for Consolidated Juvenile Services via Benton County Resolution numbered 2021 617 and Franklin County Resolution numbered 2021 164 which is DSHS Agreement Number 2163-22027, will expire on June 30, 2023; and

WHEREAS, David Wheeler, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the County Program Agreement 2363-48735 between Washington State Department of Social and Health Services and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2023, and terminating on June 30, 2025; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approve Program Agreement Number 2363-48735. The Program Agreement is based on expenditure reimbursement in which a maximum amount not to exceed is not necessary, and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Program Agreement Number 2363-48735; and

BE IT FURTHER RESOLVED, the term of the attached Program Agreement commences July 1, 2023 and expires on June 30, 2025.

DATED this ____ day of _____ 2023
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this ____ day of _____ 2023
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Commissioner

Commissioner

Commissioner

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Commissioner

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

		<h2 style="text-align: center;">COUNTY PROGRAM AGREEMENT</h2> <h3 style="text-align: center;">Consolidated Contract</h3>		DCYF Agreement Number 2363-48735	
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DCYF) and the County identified below, and is issued in conjunction with a County and DCYF Agreement On General Terms and Conditions, which is incorporated by reference.				Administration or Division Agreement Number County Agreement Number	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF INDEX NUMBER 1122	
				CCS CONTRACT CODE 2072CS-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist			DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL karena.mcgovern@dcyf.wa.gov	
COUNTY NAME Benton County		COUNTY DBA		COUNTY ADDRESS 5605 W Canal Place Suite 106 Kennewick, WA 99336	
COUNTY UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971		COUNTY CONTACT NAME Dave Wheeler			
COUNTY CONTACT TELEPHONE (509) 737-2745		COUNTY CONTACT FAX () -		COUNTY CONTACT E-MAIL david.wheeler@co.benton.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No				CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2023		PROGRAM AGREEMENT END DATE 06/30/2025		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibits	
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement: <input checked="" type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> Exhibit A: Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities; <input checked="" type="checkbox"/> Exhibit B: Juvenile Court Block Grant; <input checked="" type="checkbox"/> Exhibit C: Detention Services					
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 DCYF only upon signature by DCYF.					
COUNTY SIGNATURE (S) See attached signature page		PRINTED NAME (S) AND TITLE (S) Dave Wheeler		DATE (S) SIGNED	
DCYF SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in the Agreement, shall each have the following definitions:
- a. "Agreement" means this Department of Children Youth & Families (DCYF) County Agreement on General Terms and Conditions and any exhibits and other documents attached or incorporated by reference. Unless plainly inconsistent with context, the term "Agreement" includes and refers to all such agreements collectively.
 - b. "CFR" means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
 - c. "County" means the political subdivision of the state of Washington named above performing services pursuant to this Agreement and any Program Agreement.
 - d. "County Representative" means an individual in the position of County Manager, County Administrator, County Executive, or other similar position which reports to the highest governing body responsible for the subject matter of the Agreement or applicable Program Agreement(s).
 - e. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - f. "DCYF Contracts Department" means the Department of Children Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - g. "DCYF Representative" means any DCYF employee who has been delegated contract-signing authority by the DCYF Secretary or his/her designee.
 - h. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - i. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - j. "General Terms and Conditions" means the contractual provisions contained within this Agreement, which govern the contractual relationship between DCYF and the County, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.
 - k. "Program Agreement" or "County Program Agreement" means a written agreement between DCYF and the County containing special terms and conditions, including a statement of work to be performed by the County and payment to be made by DCYF. This term may also refer to an agreement between DCYF and the County, which was transferred to DCYF by operation of law.
 - l. "RCW" means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.
 - m. "Secretary" means the individual appointed by the Governor, State of Washington, as the head of DCYF, or his/her designee.
 - n. "Subcontract" means a separate Agreement between the County and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the County shall perform pursuant to any Program Agreement.

General Terms and Conditions

- o. "USC" means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- p. "WAC" means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

2. **Amendment.** This Agreement, or any term or condition thereof, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment.** Except as otherwise provided herein in Section 21, the County shall not assign rights or obligations derived from this Agreement or any Program Agreement to a third party without the prior, written consent of the DCYF Contracts Administrator and the written assumption of the County's obligations by the third party.
4. **Billing Limitations.** Unless otherwise specified in a Program Agreement, DCYF shall not pay any claims for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement and any Program Agreement, the County and DCYF shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
6. **County Certification Regarding Ethics.** By signing this Agreement, the County certifies that the County is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement and any Program Agreement.
7. **Debarment Certification.** The County, by signature to this Agreement, certifies that the County is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement or any Program Agreement by any federal department or agency. The County also agrees to include the above requirement in all subcontracts into which it enters.
8. **Disputes.**

Both DCYF and the County ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of the Agreement or applicable Program Agreement(s), either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If the managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DCYF ("Secretary") and the County Representative or their deputy or designated delegate. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and the County Representative.

Upon receipt of the referral and relevant documentation, the Secretary and County Representative will confer to consider the potential options for resolution, and to arrive at a decision within fifteen (15)

General Terms and Conditions

business days. The Secretary and County Representative may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and County Representative are unable to come to a mutually acceptable decision within fifteen (15) days, they may agree to issue an extension to allow for more time.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under the Agreement or applicable Program Agreement(s) that are not affected by the dispute.

The final decision will be put in writing and will be signed by both the Secretary and County Representative. If the Agreement is active at the time of resolution and amendment of the Agreement is warranted for ongoing clarity, the Parties will execute an amendment to incorporate the final decision into the Agreement. If this dispute process is used, the resolution decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision. Notwithstanding the foregoing, each Party reserves the right to litigate issues *de novo* in court.

9. **Entire Agreement.** This Agreement and any Program Agreement, including all documents attached to or incorporated by reference into either, shall contain all the terms and conditions to be agreed upon by the parties. Upon execution of any Program Agreement, this Agreement shall be considered incorporated into that Program Agreement by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement or any Program Agreement shall be deemed to exist or bind the parties.
10. **Governing Law and Venue.** The laws of the state of Washington govern this Agreement. In the event of a lawsuit by the County against DCYF involving this Agreement or a Program Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DCYF against the County involving this Agreement or a Program Agreement, venue shall be proper only as provided in RCW 36.01.050.
11. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of any Program Agreement. No party to this Agreement or any Program Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement and any Program Agreement. DCYF and the County shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that such cooperation may not be feasible in all circumstances. DCYF and the County agree to notify the attorneys of record in any tort lawsuit where both are parties if either DCYF or the County enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible thereafter, and the notice may be either written or oral.
12. **Independent Status.** For purposes of this Agreement and any Program Agreement, the County acknowledges that the County is not an officer, employee, or agent of DCYF or the state of Washington. The County shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DCYF or the state of Washington. The County shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the state of Washington. The County shall indemnify and hold harmless DCYF from all obligations to pay or withhold federal or state taxes or contributions on behalf of the County or the County's employees.
13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, any Program Agreement, and applicable laws and regulations. During the term of any Program Agreement and for one (1) year following termination or expiration of the Program Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement, any

General Terms and Conditions

Program Agreement, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DCYF certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The County certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverage as required in any Program Agreements. The County shall pay for losses for which it is found liable.
15. **Maintenance of Records.**

During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:
 - a. Document performance of all acts required by law, regulation, or this Agreement;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the County's invoices to DCYF and all expenditures made by the County to perform as required by this Agreement.
16. **Operation of General Terms and Conditions.** These General Terms and Conditions shall be incorporated by reference into each Program Agreement between the County and DCYF in effect on or after the start date of this Agreement. These General Terms and Conditions govern and apply only to work performed under Program Agreements between the parties.
17. **Order of Precedence.** In the event of an inconsistency in this Agreement and any Program Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal and state of Washington statutes and regulations;
 - b. This Agreement;
 - c. The Program Agreement(s).
18. **Ownership of Material.** Material created by the County and paid for by DCYF as a part of any Program Agreement shall be owned by DCYF and shall be "work made for hire" as defined by 17 USC§ 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the County uses to perform a Program Agreement but is not created for or paid for by DCYF is owned by the County and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the County has a right to grant such a license.
19. **Severability.** The provisions of this Agreement and any Program Agreement are severable. If any court holds invalid any provision of this Agreement or a Program Agreement, including any provision of any document incorporated herein or therein by reference, that invalidity shall not affect the other provisions this Agreement or that Program Agreement.
20. **Subcontracting.** The County may subcontract services to be provided under a Program Agreement, unless otherwise specified in that Program Agreement. If DCYF, the County, and a subcontractor of the County are found by a jury or other trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission under this Agreement or any Program Agreement, then DCYF shall be responsible for its proportionate share, and the County shall be responsible for its

General Terms and Conditions

proportionate share. Should a subcontractor to the County pursuant to a Program Agreement be unable to satisfy its joint and several liability, DCYF and the County shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the trier of fact. Nothing in this section shall be construed as creating a right or remedy of any kind or nature in any person or party other than DCYF and the County. This provision shall not apply in the event of a settlement by either DCYF or the County.

21. Subrecipients.

- a. General. If the County is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the County will:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the County is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the County and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.
- b. Single Audit Act Compliance. If the County is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the County will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the County will:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the County has been paid unallowable costs under this or any Program Agreement, DCYF may require the County to reimburse DCYF in accordance with 2 CFR Part 200.

General Terms and Conditions

22. Survivability. The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration of a particular Program Agreement shall survive. Surviving terms include, but are not limited to: Disputes, Responsibility, Inspection, Maintenance of Records, Ownership of Material, Subcontracting, Termination for Default, Termination Procedure, and Title to Property.

23. Termination Due to Change in Funding, Agreement Renegotiation or Suspension.

If the funds DCYF relied upon to establish any Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this Agreement but prior to the normal completion of any Program Agreement:

- a. At DCYF's discretion, the Program Agreement may be renegotiated under the revised funding conditions.
- b. Upon no less than fifteen (15) calendar days' advance written notice to County, DCYF may suspend County's performance of any Program Agreement when DCYF determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow the County's performance to be resumed prior to the normal completion date of the Program Agreement. For purposes of this sub-section, "written notice" may include email.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DCYF determines that the funding insufficiency is resolved, it will give the County written notice to resume performance. Upon the receipt of this notice, the County will provide written notice to DCYF informing DCYF whether it can resume performance and, if so, the date of resumption.
 - (3) If the County's proposed resumption date is not acceptable to DCYF and an acceptable date cannot be negotiated, DCYF may terminate the Program Agreement by giving written notice to the County. The parties agree that the Program Agreement will be terminated retroactive to the effective date of suspension. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the retroactive date of termination.
- c. DCYF may terminate the Program Agreement by providing at least fifteen (15) calendar days' advance written notice to the County. DCYF shall be liable only for payment in accordance with the terms of the Program Agreement for services rendered through the effective date of termination. No penalty shall accrue to DCYF in the event the termination option in this section is exercised.

24. Termination for Convenience. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement in whole or in part for convenience by giving the County at least thirty (30) calendar days' written notice addressed to the County at the address shown on the cover page of the applicable agreement. The County may terminate this Agreement and any Program Agreement for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to: DCYF Contracts Department, PO Box 45710, Olympia, Washington 98504-5710.

25. Termination for Default.

- a. The DCYF Contracts Administrator, or appropriate designee, may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to the County, if DCYF has a reasonable basis to believe that the County has:

General Terms and Conditions

- (1) Failed to meet or maintain any requirement for contracting with DCYF;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- b. Before the DCYF Contracts Administrator, or their appropriate designee, may terminate this Agreement or any Program Agreement for default, DCYF shall provide the County with written notice of the County's noncompliance with the agreement and provide the County a reasonable opportunity to correct the County's noncompliance. If the County does not correct the County's noncompliance within the period of time specified in the written notice of noncompliance, the DCYF Contracts Administrator, or appropriate designee, may then terminate the agreement. The DCYF Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DCYF has a reasonable basis to believe that a Client's health or safety is in jeopardy.
- c. The County may terminate this Agreement or any Program Agreement for default, in whole or in part, by written notice to DCYF, if the County has a reasonable basis to believe that DCYF has:
- (1) Failed to meet or maintain any requirement for contracting with the County;
 - (2) Failed to perform under any provision of this Agreement or any Program Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement or any Program Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement or any Program Agreement.
- d. Before the County may terminate this Agreement or any Program Agreement for default, the County shall provide DCYF with written notice of DCYF's noncompliance with the agreement and provide DCYF a reasonable opportunity to correct DCYF's noncompliance. If DCYF does not correct DCYF's noncompliance within the period of time specified in the written notice of noncompliance, the County may then terminate the agreement.

26. Termination Procedure. The following provisions apply in the event this Agreement or any Program Agreement is terminated:

- a. The County shall cease to perform any services required by the Program Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The County shall promptly deliver to the DCYF contact person (or to his or her successor) listed on the first page of the Program Agreement, all DCYF assets (property) in the County's possession, including any material created under the Program Agreement. Upon failure to return DCYF property within fifteen (15) working days of the Program Agreement termination, the County shall be charged with all reasonable costs of recovery, including transportation. The County shall take reasonable steps to protect and preserve any property of DCYF that is in the possession of the County pending return to DCYF.

General Terms and Conditions

- c. DCYF shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DCYF may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DCYF.
 - d. If the DCYF Contracts Administrator terminates any Program Agreement for default, DCYF may withhold a sum from the final payment to the County that DCYF determines is necessary to protect DCYF against loss or additional liability occasioned by the alleged default. DCYF shall be entitled to all remedies available at law, in equity, or under the Program Agreement. If it is later determined that the County was not in default, or if the County terminated the Program Agreement for default, the County shall be entitled to all remedies available at law, in equity, or under the Program Agreement.
- 27. Treatment of Client Property.** Unless otherwise provided in the applicable Program Agreement, the County shall ensure that any adult client receiving services from the County under a Program Agreement has unrestricted access to the client's personal property. The County shall not interfere with any adult client's ownership, possession, or use of the client's property. The County shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of the Program Agreement, the County shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the County from implementing such lawful and reasonable policies, procedures and practices as the County deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
- 28. Title to Property.** Title to all property purchased or furnished by DCYF for use by the County during the term of a Program Agreement shall remain with DCYF. Title to all property purchased or furnished by the County for which the County is entitled to reimbursement by DCYF under a Program Agreement shall pass to and vest in DCYF. The County shall take reasonable steps to protect and maintain all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon termination or expiration of the Program Agreement pursuant to which it was purchased or furnished, reasonable wear and tear excepted.
- 29. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. No waiver shall be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 2, Amendment. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DCYF.

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contractor" means the County.
 - b. "DCYF" means the Department of Children, Youth, and Families.
 - c. "Emergency Health Care" means care, services, and supplies for an acute or unexpected health need that requires immediate evaluation or treatment by a health care practitioner.
 - d. "JR" means the Juvenile Rehabilitation which is under the DCYF.
 - e. "JR Bulletins/Policies" means the JR Administrative Policies, which direct JR expectations.
 - f. "Limited Access" means supervised access to a juvenile(s) that is the result of the person's regularly scheduled activities or work duties.
 - g. "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. **Background Checks**
 - a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
 - b. In accordance with Chapters 388-700 WAC (JR-Practices & Procedures), 72.05 RCW (Children & Youth Services), 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 JR 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 JR approved criminal history and background check.
 - c. 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 JR; or
 - (3) Any violent offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions).
 - d. 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.

Special Terms and Conditions

3. Sexual Misconduct

- a. 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.
- 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:
 - (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
- 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.

4. Subcontractor

If the Contractor utilizes subcontractors for the provision of services under this Contract, the Contractor must notify JR 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 for any breach of performance.

5. Monitoring

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

6. Billing and Payment

- a. If reports required under this Contract are delinquent, DCYF, JR may stop payment to the Contractor until such required reports are submitted to JR.
- b. The Contractor agrees to accept this payment as total and complete remuneration for services provided to offenders under this agreement. This does not preclude the Contractor from seeking other funding sources. No indirect costs are allowed.
- c. The Contractor shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this agreement.
- d. Under no circumstance shall the Contractor bill twice for the same services.

Special Terms and Conditions

- e. The Contractor shall maintain backup documentation of all costs billed under this contract.
- f. If the Contractor bills and is paid fees for services that JR later finds were either 1) not delivered or 2) not delivered in accordance with this contract or contract attachments, JR shall recover fees and the Contractor shall fully cooperate.

7. Compliance with JR Policies and Standards.

- a. In addition to the governing Federal and State laws and regulations, the Contractor shall comply with all DCYF and JR Rules and Policies as applicable to the services provided.
- b. In case of conflict or inconsistency between the aforementioned, the higher standard of compliance shall prevail.

EXHIBIT A

Consolidated Contract Term, Reimbursement Procedures, and Program Responsibilities

1. Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statements of Work. The contract term begins July 1, 2023 and expires June 30, 2025.

2. Funding

As of July 1, 2023, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2024-2025.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, JR will temporarily reimburse the county according to the rates from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22027) until September 1, 2023 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2024-2025 funding rate shall apply retroactively to July 1, 2023 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, 2024, JR 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, 2023, the County is responsible for adhering to the Statements of Work described in the Exhibit B: Statement of Work – Juvenile Court Block Grant and Exhibit C: Statement of Work – Detention Services.

If by July 1, 2023 the County does not have a completed written application for funding approved by JR and signed by both parties, the statements of work from the State Fiscal Year Consolidated Contract 2022-2023 (DCYF No. 2163-22027) shall apply to all work performed under this agreement until September 1, 2023 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 2024-2025 Statements of Work from that date forward.

4. Late Applications

If the County does not have a completed written application for funding approved by JR and signed by both parties by September 1, 2023, JR may discontinue reimbursement until the application is completed and approved.

EXHIBIT B**STATEMENT OF WORK****Juvenile Court Block Grant****1. Purpose**

As mandated by the Washington State Legislature, the purpose of this contract is to provide funding to County Juvenile Courts throughout the State of Washington to support Block Grant programs for juvenile offenders. These programs include, but are not limited to the following:

- Consolidated Juvenile Services At-Risk (CJS);
- Special Sex Offender Disposition Alternative (SSODA);
- Chemical Dependency and Mental Health Disposition Alternative (CDMHDA);
- Suspended Disposition Alternative (SDA),
- Community Juvenile Accountability Act (CJAA) – Evidence Based Programs (CJAA); and
- Promising Programs.

Program descriptions and requirements are outlined in the Block Grant Contract SFY 2023/24 Application, Budget, and Monitoring Instructions provided by the Juvenile Rehabilitation (JR).

2. General Requirements

The County Juvenile Court shall:

- a. Provide projects and services in compliance with the County's Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions (herein referred to as the "Application") and the County's Approved Response (herein referred to as the "Application Response");
- b. Administer the Washington State Juvenile Court Prescreen Assessment or full Risk Assessment to all youth on probation supervision in accordance with the timeline specified in the County's Application Response;
- c. Administer a Washington State Juvenile Court Risk Assessment to all youth who are moderate to high risk on the prescreen assessment, and a reassessment to all moderate to high risk youth at the end of probation, in accordance with the timeline specified in the County's Application Response;
- d. Establish programs designed to impact the outcomes statewide by:
 - (1) Decreasing recidivism;
 - (2) Decreasing commitments to the JR; and
 - (3) Maintaining or increasing the number of committable youth receiving services in their community.
- e. Upon JR's request, provide JR and the Washington State Institute of Public Policy (WSIPP), with statistical risk assessment data necessary to determine program impacts on the statewide outcomes as agreed upon between JR and the County Juvenile Court;

- f. Consistent with RCW, provide JR with information necessary for the JR to provide oversight of the County Juvenile Court Block Grant, consistent with the responsibilities and duties of JR;
- g. Comply with all applicable local, state, and federal licensing and accreditation requirements and standards necessary in the performance of this Contract; and
- h. When licensing or other statutory requirements differ from contract requirements, meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

3. Supervision and Programs

All supervision and program services performed by the County Juvenile Court under the terms of this Agreement shall be in conformance with the County's Application and the County's Application Response. The County shall provide all services in compliance with applicable RCW, WAC, and Appellate case law for the following programs within available resources:

- a. Consolidated Juvenile Services (CJS) At-Risk Programs – The County Juvenile Court shall provide services pursuant to RCW [13.06](#), [Chapter 110-710 WAC](#).
- b. Special Sex Offender Disposition Alternative (SSODA) – The County Juvenile Court shall provide services pursuant to RCW [13.40.162](#) and the following standards:
 - (1) In a timely manner – ideally upon order of the disposition and no longer than 30 days, pursuant to RCW 4.24.550, provide local law enforcement officials with all relevant information about offenders placed on the SSODA program. Additionally, for the purpose of risk level classification, provide Juvenile Rehabilitation with all relevant information for the End of Sentence Review Juvenile Subcommittee in accordance with RCW 72.09.345 for youth adjudicated for any registerable sex offense. This includes SSODA offenses and any other sex offenses that require registration. The Juvenile Risk Level Classification Process and Contact Information is hereby incorporated by reference.
 - (2) Provide a combination of services identified in the Sex Offender Treatment Provider assessment and the Washington State Juvenile Court Risk Assessment, deemed most effective to decrease recidivism, increase youth protective factors, and decrease youth risk factors. Specifics of family, group, or individual sessions shall be identified in the provider treatment plan provided during assessment and shall be updated quarterly Document in the case record reductions in the levels of supervision and support for such reductions.
- c. Chemical Dependency and Mental Health Disposition Alternative (CDMHDA)
 - (1) The county shall provide services pursuant to RCW [13.40.165](#) and the following standards:
 - (a) Utilize a Division of Behavioral Health and Recovery (DBHR) approved chemical dependency assessment as detailed in Attachment A of the County's Application;
 - (b) Include family service strategies and components; and
 - (c) Include random urinalysis testing.
 - (2) Courts may utilize deferred or stipulated order of continuance with CDMHDA eligible youth.
- d. Suspended Disposition Alternative (SDA) Services
 - (1) The County shall provide services pursuant to RCW [13.40.0357](#).

e. Community Juvenile Accountability Act – Evidence Based Programs (CJAA)

The County will comply with the statewide Evidence-Based Quality Assurance plans and the following program standards:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, LLC. Initial 3-Day Training;
- (b) Assessment – Reporting Standards contained in FFT, LLC. 1-Day Systems Training;
- (c) Clinical feedback from FFT, LLC in on-going consultation and site visits;
- (d) Feedback from designated FFT statewide Quality Assurance Administrator in on-going consultation and site visits;
- (e) Precepts – practices of FFT contained in Blueprints for Violence Prevention; and

(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 overseen by MST Services.

(3) For Coordination of Services (COS):

- (a) General precepts and practices contained in the COS Statewide Manual;
- (b) Feedback from designated COS statewide Quality Assurance Specialist in on-going consultation and site visits; and

(4) Family Integrated Transitions (FIT):

- (a) Precepts/practices of FIT contained in University of Washington Program Manual; and
- (b) General precepts/practices contained in training, consultation, and clinical oversight as provided by the University of Washington.
- (c) Clinical guidance as supplied by the University of Washington.

(5) Education and Employment Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual.
- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits; and

f. Promising Programs

County Juvenile Courts may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.

4. Performance-Based Contracting Implementation

DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.

a. DCYF Outcome Goals supported by Juvenile Courts' EBPs include:

- (1) Parents and caregivers are supported to meet the needs of children and youth;
- (2) Youth school engagement;
- (3) High school graduation; and
- (4) Youth mental/behavioral health.

b. Quality & Outcomes Measures

The quality & outcome measures below only apply to Juvenile Court CMAP, EBPs and Promising Programs, which are described in Exhibit B: Statement of Work – Juvenile Block Grant. The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following quality measures:

Case Management Assessment Process (CMAP) – Quality Assurance Specialist

Goal	Probation staff will have regular access to a certified CMAP Quality Assurance Specialist
Metric	All juvenile courts will have a certified CMAP QAS, or access to one. Court has a certified CMAP QAS or access to one (100%)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Case Management Assessment Process (CMAP) – Stage 1 Certification

Goal	Probation staff administering the risk/need assessment will be trained and certified in Stage 1 (Mapping) of CMAP.
Metric	All probation staff administering the risk/need assessment will be certified in Stage 1 (Mapping) of CMAP. 8 of 8 probation staff (100%) are certified in Stage 1 (Mapping)
Target	100%
Reporting Requirement	The statewide CMAP Coordinator will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a

	Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Promising Program Quality Assurance – Alternative Choice Training (ACT)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	ACT quality assurance standards include fidelity and competency rating standards for ACT trainers 5 ACT trainers are providing services, and 5 have a fidelity rating of 2.0, and 5 have a competency rating of 2.0. All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Target	All ACT trainers have a fidelity rating of 2.0, and a competency rating of 2.0; All ACT trainers have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Reporting Requirement	The statewide ACT Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Quality Assurance – Education Employment Training (EET)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	EET quality assurance standards include fidelity and competency rating standards for Education and Employment Specialists (EES) 1 EES are providing services, and 1 have a fidelity rating of 2.0, and 1 have a competency rating of 2.0. All EES have a combined average fidelity rating of 2.0, and competency rating of at least 2.0.
Target	All EES have a fidelity rating of 2.0, and a competency rating 2.0; All EES have a combined average fidelity rating of 2.0, and competency rating of 2.0.
Reporting Requirement	The statewide EET Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.

Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.
-------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

Evidence-Based Program Quality Assurance – Multi-Systemic Therapy (MST)

Goal	All EBP service providers in juvenile courts must meet established quality assurance standards.
Metric	MST quality assurance standards include team adherence and agency fidelity standards. MST team adherence rating of .70. MST agency fidelity rating of full compliance
Target	MST team adherence rating of .61, and an agency fidelity rating of full compliance.
Reporting Requirement	The local MST provider will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

Evidence-Based Program Completion Rates

Goal	Increase EBP completion rates from established baseline levels.
Metric	Successful EBP completions provide an early indication of success, and continuous improvement is the goal. Based on a three-year average (SFY20-22), the following are the established baseline program completion rates for your court: ACT: 45.5% EET: 41.7% MST: 58.3%
Target	Statewide Averages: ACT: 68.8% EET: 44.5% MST: 63.0% All courts that are below the statewide program completion rate average for an EBP will show annual incremental improvement. If a court is at or above the statewide program completion rate average for an EBP, annual incremental improvement is still desired.
Reporting Requirement	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
Performance Management	Performance Improvement Plan. This metric will be reviewed quarterly and if the target is not met within the year, the contractor will be required to complete a Performance Improvement Plan. This plan will outline strategies to improve this metric within the next year.
Continuous Improvement	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

c. Performance Improvement Plan

Performance Metrics will be reviewed quarterly by DCYF and the contractor. If the contractor does not meet the Performance Metric Target within the year, a Performance Improvement Plan will be required. If a contractor has multiple Performance Metrics that require a response, the contractor shall identify up to three (3) Performance Metrics for improvement planning.

5. Consideration

- a. The maximum consideration for this agreement is identified in the "County Juvenile Court Pass through Distribution SFY 2024/25", hereby incorporated by reference.

A revenue sharing process shall be made available during the latter part of the fiscal year for all counties participating in the Block Grant, provided funding is available or unless otherwise agreed upon by the JR and the Juvenile Court Administrators.

The full list of priorities for revenue sharing will be provided by the JR and developed in collaboration with the County Juvenile Courts. The County Juvenile Court shall submit their "Revenue Sharing Requests/Returns Form" to the Juvenile Court Programs Administrator and their respective Regional Administrators no later than May 15th or as agreed upon by the JR and Juvenile Court Administrators.

Late submittals shall not be considered. Revenue sharing increases and decreases will be awarded by distribution of an updated "County Juvenile Court Pass through Distribution SFY 2024/25". 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.

- b. The Chemical Dependency and Mental Health Disposition Alternative (CDMHDA) reimbursement rates for treatment shall be based on the approved Managed Care Organization (MCO) reimbursement rates for treatment. The Juvenile Rehabilitation suggests that the courts request and receive a copy of the approved MCO reimbursement rates for treatment.
- c. The County Juvenile Courts shall not be reimbursed for youth placed on consecutive or combined CDMHDA sentences that exceed 12 months active supervision. UNLESS the offense date of an additional CDMHDA sentence occurs after the termination date of the preceding CDMHDA disposition OR the youth begins as a CDMHDA Local Sanction and then is sentenced to CDMHDA Committable for a new offense.

6. Billing and Payment

- a. Monthly invoices (A-19) are to be submitted to JR each month for services provided. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages. Invoices shall include the following documents provided by the JR and completed by the County:
- (1) Required sentencing worksheets and Disposition Orders for SSODA, CDMHDA, and SDA Committable youth;
 - (2) Monthly Program Updates for each Evidence Based Program and Promising Program;
 - (3) Roster Reports for local sanction and committable youth for all Disposition Alternatives, and
 - (4) Monthly Business Intelligence Tool (BIT) Summary Report for evidence-based programs.

- b. The County Juvenile Court may utilize their funding to implement a Promising Program when they have met the criteria developed by the Washington State Institute for Public Policy and approved by the CJAA Advisory Committee.
- c. Costs related to risk assessment may be billed in the formula of three (3) hours of the provider's time for each moderate to high-risk youth assigned to a probation caseload. Reassessment costs are not billable. Risk Assessment costs will be billed separately.
- d. Costs incurred for direct treatment services may be billed for youth residing out of state whom are on a SSODA, CDMHDA, or SDA.
- e. Costs incurred for supervision of youth on a SSODA, CDMHDA, or SDA may be billed for the actual time spent providing supervision at the rate of the probation counselor providing the supervision.
- f. Detention costs, for up to 30 days per period of confinement and consistent with RCW 13.40.200, for SSODA, CDMHDA, and SDA committable offenders will be reimbursed at a rate no higher than that charged to other courts purchasing beds.
- g. For SSODA, CDMHDA, and SDA programs, the County shall be eligible for reimbursement for supervision costs for up to 14 days following a youth being placed on absconder status and a warrant being issued. Program payment will be reinstated when the youth is apprehended.
- h. Reimbursement for SSODA expenses may be for up to two years. If a youth is extended beyond two years, the juvenile court must provide JR with a court order documenting the extension. The court may continue to be reimbursed for SSODA expenses throughout the extension.
- i. For CDMHDA programs, a chemical dependency inpatient treatment provider shall be reimbursed for services up to 72 hours following discharge, if a committable youth has been discharged from a subcontracted inpatient facility on a temporary basis and is expected to return, and/or if a committable youth has left the program against clinical advice and the bed is being held for readmission.
- j. For CDMHDA programs, in the event of a revocation, the County shall be eligible for reimbursement for treatment services until the youth is committed to JR.
- k. For CDMHDA programs, the County shall be eligible for reimbursement in the event of a new offense for up to 14 days from arrest. Payment is reinstated when the youth is placed back to active CDMHDA status.
- l. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs shall remain with the agency providing services paid under this contract, include discrete, assignable activities, and cost necessary for overall management and support of a program.
- m. The County must maintain backup documentation of all costs billed under this Block Grant Contract and provide this information as requested by the JR.

7. Racial and Ethnic Disparity Reporting

- a. Juvenile Courts shall continue to build on work to address Racial and Ethnic Disparities (RED) as it relates to RCW 13.06.050. This RCW applies to conditions for counties to receive state funds and includes a requirement to annually review and analyze racial disproportionality information.
- b. Juvenile Courts shall review their own data and processes to see if barriers are present regarding equity in access to juvenile court services. Juvenile Courts will identify areas in need of

improvement. They will then create and implement an action-oriented plan to include strategies that will result in measurable improvements of the identified inequities in the Response to Application.

8. Items Incorporated by Reference

- a. County Juvenile Court Pass through Distribution SFY 2024 – 2025
- b. Block Grant Contract SFY 2024 – 2025 Application, Budget, and Monitoring Instructions and the County's Approved Application Response;
- c. Consolidated Juvenile Services Programs: [Chapter 110-710 WAC](#);
- d. RCW's [13.06](#); [13.40.162](#); [13.40.165](#); [71.24.615](#); [13.40.500](#);
- e. [Juvenile Offender Sentencing Standards \(13.40.0357\)](#); and
- f. Juvenile Risk Level Classification Process and Contact Information.

9. JR Program Contact Information

The primary program contact for Juvenile Court Block Grant for DCYF shall be:

Cory Redman
Juvenile Court Programs Administrator
Juvenile Rehabilitation
1500 Jefferson St. SE 98504-4570
360.480-1194
cory.redman@dcyf.wa.gov

EXHIBIT C

STATEMENT OF WORK

Detention Services

1. Purpose

To provide secure detention services to youth pending transportation to a JR residential facility that are:
1) state committed; 2) parole revoked; or 3) community facility transfers.

2. Contractor Obligations

a. The Contractor shall provide secure detention center services including care, custody, supervision, education, and recreation to the following JR youth while in detention:

(1) For youth who are committed to the State, the Contractor shall:

(a) Make direct contact with the JR designated staff of commitment

(b) Provide and make available to JR with the following information for each youth committed to JR:

i. Court Order

ii. Complete JR Sentencing Worksheet

iii. Information necessary to successfully transition the youth, including contact information for the youth's parents/guardian.

(c) Detention stays become billable upon notification and receipt of the above documentation by JR (except when information is received on business days after 4:00 pm).

(2) Make available the following information for each youth committed to JR:

(a) Information to the Court on the Offense

(b) Police Reports on the Offense

(c) Victim Witness Interviews (when completed for sex offenders)

(d) Previous Reports to the Court (if available)

(e) Incidents Reports from Current Detention Stays (if applicable)

(f) Other Social File Materials (e.g., mental health reports, school information, etc.)

(3) For youth who are on parole revocation or, if applicable, a community facility transfer due to threats of health or safety of others.

3. Consideration

The Contractor shall be reimbursed at the rate of **\$150.00** per day, per youth for detention services. The Contractor shall be guaranteed the first day of detention services.

- a. For youth who are committed to the State, Billable days will be those days that the youth spends the night in the detention facility providing:
 - (1) JR staff is notified and receives the required information identified in 2.a. above and shall end upon release of the youth to a JR staff's custody;
 - (2) Notification and receipt of required information received on business days prior to 4:00 pm is billable; and
 - (3) However, notification and receipt of required information received after 4:00 pm Friday through the weekend is not billable until the following Monday (excluding holidays).
- b. For youth who are on parole revocation or a community facility transfer due to threats to health or safety of others, Billable days will be those days that the youth spends the night in the detention facility.
- c. Medical Cost of JR Detained Youth
 - (1) In addition to the per day bed rate, JR shall be responsible for medical costs other than the routine medical attention provided in detention incurred by the County. Except for emergency health care JR shall not pay for non-routine medical care unless the County obtains pre-approval from JR that the care is necessary.
 - (2) JR shall be responsible for any security costs for correctional staff required to safely transport and supervise the juvenile to necessary and approved off-site health care for further treatment. The County will coordinate with JR if a health care stay exceeds 24-hours so JR can make arrangements for ongoing security and custody.

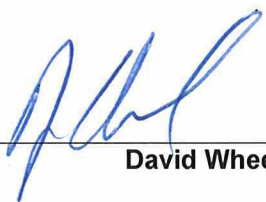
4. Payment and Billing

The Contractor shall submit monthly A-19 Invoice Vouchers with supporting documentation to the JR Regional Office each month for services provided, which shall include:

- a. Name of youth,
- b. Date of admission to detention,
- c. Date and time of release from detention, and
- d. Number of billable days.

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



David Wheeler, Juvenile Court Administrator

6/30/2023

Date

BENTON COUNTY APPROVAL

Approved as to Form:



Deputy Prosecuting Attorney

06/28/23

Date

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney

Date

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

By: _____

Name: _____

Title: Chairman, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____