



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Director
Anna McEnery, DD & BH Coordinator

DATE:

SUBJECT: Agenda Item — Memorandum of Understanding Agreement with Jefferson County Juvenile Court; for the Therapeutic Support for the Independent Living Project; January 1, 2023 – December 31, 2024; \$44,496.00

STATEMENT OF ISSUE:

Jefferson County Public Health, (JCPH), is requesting Board approval the Memorandum of Understanding Agreement with Jefferson County Juvenile Court; for the Therapeutic Support for the Independent Living Project; January 1, 2023 – December 31, 2024; \$44,496.00; (\$22,248.00 in 2023 and \$22,248.00 in 2024).

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This Memorandum of Understanding, is with the Jefferson County Juvenile Court; for the Therapeutic Support for Independent Living Project. This Project will support participants to improve psychiatric symptoms and functioning, reduce substance use, increase housing stability, employment, reduce arrests, increase connection to the community and improve the quality of life for emerging adults, experiencing independent living for the first time.

FISCAL IMPACT/COST BENEFIT ANALYSIS :

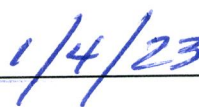
This is sales tax revenue raised by the County and deposited in the 131 Fund, (1/10 of 1% Fund); is allocated by the Board of County Commissioners, (BoCC) with advice from the Behavioral Health Advisory Committee. The agreement states that funding is subject to availability and if the sales tax revenue decreases, the vendor will be contacted and the Memorandum of Understanding may be renegotiated.

This Memorandum of Understanding results from an RFP process and is recommended to the Board of County Commissioners, (BoCC) by the Behavioral Health Advisory Committee.

RECOMMENDATION:

Jefferson County Public Health, (JCPH) requests approval of a Memorandum of Understanding with the Jefferson County Juvenile Court; to provide Therapeutic Support for the Independent Living Project; January 1, 2023 – December 31, 2024; \$44,496.00; (\$22,248.00 in 2023 and \$22,248.00 in 2024).

REVIEWED BY:

Mark McCauley, County Administrator Date

MEMORANDUM OF UNDERSTANDING

Between

Jefferson County Juvenile Court

and

**Jefferson County Board of County Commissioners as Administrator of
1/10th of 1% Behavioral Health Sales Tax Fund – 2023-2024**

WHEREAS, this Memorandum of Understanding (MOU) is between Jefferson County Juvenile Court (Court) and the Jefferson County Board of County Commissioners (County) which administers the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); through Jefferson County Public Health; and

WHEREAS, this Memorandum of Understanding describes the mutually-agreed conditions under which 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); is being allocated to Jefferson County Juvenile Court for the Therapeutic Support for Independent Living Project; in an effort to help participants improve psychiatric symptoms and functioning, reduce substance use, increase housing stability, employment, reduce arrests, increase connection to community and improve quality of life for emerging adults experiencing independent living for the first time; and

WHEREAS, the Jefferson County Behavioral Health Advisory Committee voted to recommend the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); be allocated for Independent Living with Therapeutic Support; in 2023-2024 as follows; January 1, 2023 – December 31, 2024; \$44,496.00; (\$22,248.00 in 2023 and \$22,248.00 in 2024); for the Therapeutic Support for Independent Living Project; in Jefferson County Juvenile Court; and

WHEREAS, the Board of County Commissioners approved a 2023-2024 County Budget that allocates funding from the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); the consistent with the Jefferson County Behavioral Health Advisory Committee's recommendations; and

WHEREAS, the Juvenile Court will administer the contracts and expenditures to provide Therapeutic Support for Independent Living pursuant to this MOU from January 1, 2023 to December 31, 2024; and

WHEREAS, Work performed between January 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified; and

WHEREAS, all funds from the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); may only be used for their intended purpose within that budget year, and any unexpended funds remaining at the end of a budget year must be retained in the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); fund balance, to be available for allocation for eligible services in future years; and

WHEREAS, Juvenile Court agrees to regularly report deliverables and metrics to Jefferson County through the Jefferson County Public Health as specified under this MOU as a condition of receiving, 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); and to facilitate overall management of the Fund;

NOW, THEREFORE, it is mutually agreed that:

1. The County, as administrator of the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Jefferson County Juvenile Court mutually agrees for the Court to provide case management services and other services to individuals enrolled in the Therapeutic Support for Independent

Living Project, as described in this MOU, including **EXHIBIT A: Scope of Work: Therapeutic Support for Independent Living** and **EXHIBIT B: Therapeutic Support for Independent Living Logic Model and Performance Measures** and **EXHIBIT C: Jefferson County, 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Spreadsheet** attached hereto and incorporated herein.

2. Funding from the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); to the Juvenile Court for the services pursuant to this MOU shall be up to \$22,248.00 in 2023 and up to \$22,248.00 in 2024 as described in the following **Budget Table**, subject to modification pursuant to Section 4 of this MOU.
3. Juvenile Court will use the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); for direct therapy services for participants in the Therapeutic Support for Independent Living Project. Juvenile Court will not use the funding from Fund 131 to cover its own administrative costs to administer this MOU and to administer contracts and associated billings to provide those services.

Description	Service Period	Amount from Fund 131
Therapeutic Support for Independent Living x \$120 an hour x 166.85 hours	1/1/2023 – 12/31/2023	\$20,023.20
Admin	1/1/2023 – 12/31/2023	\$2,224.80
Subtotal-2023		\$22,248.00
Therapeutic Support for Independent Living x \$120 an hour x 166.85 hours	1/1/2024 – 12/31/2024	\$20,023.20
Admin	1/1/2024 – 12/31/2024	\$2,224.80
Subtotal-2024		\$22,248.00
Total Funding for Juvenile Court for 2023- 2024		\$44,496.00

4. Funding approved pursuant to this MOU will be included in the 2023 and 2024 expenditure appropriation budgets of Juvenile Court. In addition, a quarterly transfer from the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); for a total equal to the amount expended during the YTD period minus previous expenditure reimbursements from this award not to exceed the authorized annual amounts in the Budget Table above, will be made to the Juvenile Court revenue budget upon timely submittal of required reports. Funds provided pursuant to this MOU will be tracked separately by the Court and may only be used for its intended purpose within that budget year. At the end of each budget year, if documented actual authorized expenditures pursuant to this MOU services related to/for the Therapeutic Support for Independent Living Project are less than the authorized budgeted amount, the difference will be transferred back to the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Juvenile Court will not exceed the amount provided by the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); without obtaining an appropriation.

5. Funding provided by the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); will be used to encourage participant compliance as well as help participants improve psychiatric symptoms and functioning, reduce substance use, increase housing stability, employment, reduce arrests, increase connection to community and improve quality of life. Funding will be used to assist participants with the above areas. Funding listed in the table on page two are approximations for each line item, (with the exception of Administration) and may be shared between the descriptions, with budget updates given to Public Health.
6. Juvenile Court will use the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131) Spreadsheet; see **EXHIBIT C - Jefferson County, 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Spreadsheet** for actual paid monthly expenses that have incurred.
7. Provide monthly financial reports per **EXHIBIT C - Jefferson County, 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Spreadsheet** for actual paid monthly expenses that have incurred and email them quarterly to the Auditor's Chief Accountant and to Public Health.
8. Juvenile Court and any Contractors it may use to provide Therapeutic Support with the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); shall comply with the following:
ATTACHMENT A - Jefferson County 1/10th of 1% Behavioral Health Sales Tax Match Policy.
 - a. The County reserves first right to use as match, the Chemical Dependency or Mental Health Treatment Sales and Use Tax, (now known as the 1/10th of 1% Behavioral Health Sales Tax) and the services funded by them for purposes of qualifying for additional funding and grants. The County may allow the Contractor to use the 1/10th of 1% Behavioral Health Sales Tax funds as match, at the County's sole discretion. Should the County decline to use the 1/10th of 1% Behavioral Health Sales Tax funds as match for additional funding and/or grants, then the County may authorize the Contractor to use such funds for match consistent with this MOU; as required by **ATTACHMENT A - Jefferson County 1/10th of 1% Behavioral Health Sales Tax Funding Match Policy.**
 - b. Where the Court or its Contractor proposes to use 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); funds for match, the Court or its Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including but not limited to DSHS, CMS and DBHR funding rules, applicable to the use of 1/10th of 1% Behavioral Health Sales Tax funds as match. The Court or its Contractor shall document it has met this responsibility by submitting in writing to the Juvenile Court and County Administrator their match formula, allocation plan and any other documentation required of them by **ATTACHMENT A - Jefferson County 1/10th of 1% Behavioral Health Sales Tax Funding Match Policy.** The County may withhold authorization to utilize the 1/10th of 1% Behavioral Health Sales Tax as match. The Court's or its Contractor's failure to provide adequate documentation does not relieve the Court or its Contractor of their responsibility to comply with all state and federal laws and regulations related to match.

9. This MOU may be amended by mutual written agreement of both parties. The basis for amending this agreement includes, but is not limited to, an increase or decrease in sales tax funding, or addition of required tasks not addressed in this agreement.
10. This MOU shall remain in effect from January 1, 2023 until December 31, 2024, unless terminated before then by either party with 30 days' prior written notice, except that the requirements to provide financial and program reports and other documentation required pursuant to **EXHIBIT A, EXHIBIT B, EXHIBIT C** and **ATTACHMENT A** shall remain in effect until fulfilled. All work performed in 2023 and 2024 consistent with this MOU prior to its adoption is hereby ratified.

DATED this __ day of _____, 2023.

Jefferson County Board of Commissioners

Jefferson County Juvenile Court

Heidi Eisenhour, Chair

Date

Shannon Burns,
Juvenile Courts Administrator

Date

Attest:

Approved as to Form Only:

Carolyn Gallaway, Clerk of the Board

Barbara D. Ehrlichman 01.04.2023 for
Philip Hunsucker, Chief Civil Deputy
Prosecuting Attorney

EXHIBIT A
Scope of Work:
Therapeutic Support for Independent Living Project

Jefferson County Juvenile Court agrees to utilize the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); provided through this MOU to provide the following services and provide tracking reports as follows:

1. Provide assessment, counseling and behavioral health support to emerging adults (ages 18-24), who are involved in the independent living/housing program at the Pfeiffer House.
2. Provide social and emotional skill coaching for Pfeiffer House residents and patrons of the Nest.
3. Provide group therapeutic work around the creation of a self-government for the living environment and ongoing support as needed in the areas of relationship building and conflict resolution.
4. During the initial stages of the program, assist the Program Manager and steering committee in the creation of appropriate expectations of program participants, screening tools for guiding service delivery, and plans for community engagement and public relations for the Pfeiffer House program.
5. Track time, create client notes, and keep records as expected by the Program Manager, the Juvenile Court Administrator and the 1/10th of 1% Behavioral Health Sales Tax Oversight Committee.
6. If the Court utilizes funds under this MOU to hire a Contractor to provide case management services or administration and billing services subject to this MOU, the Court agrees to prepare for BoCC approval a professional services agreement with the Contractor, which Agreement has been approved by the County's Risk Management and Legal review, and which requires Contractor's compliance with the provisions of this MOU, including compliance with the provisions of Section 8 of this MOU, and requires the Contractor to timely provide all financial and program reports and other documentation necessary for the Court to comply with this MOU.
7. Provide at least the following for the Therapeutic Support for Independent Living Project; so the Behavioral Health Advisory Committee is able to review usage of allocated funds in order to assure access to appropriate treatments and services:

- a) Provide monthly financial reports per **EXHIBIT C - Jefferson County, 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); Spreadsheet** for actual paid monthly expenses that have incurred and email them quarterly to the Auditor's Chief Accountant and to Public Health.
- b) Juvenile Court will provide an estimate of projected expenditures under this MOU for the remainder of the year at the end of October of 2023 and at the end of October 2024 to Public Health.
- c) Juvenile Court will provide all 2023 invoices to the Auditor's office for processing during the Open Period, (a.k.a. 13th Month, in January); and the final reporting by January 20, 2023 and January 19, 2024.
- d) Provide to Jefferson County through Jefferson County Public Health a copy of any service contracts (and all amendments associated therewith) with the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); under this MOU.
- e) Pfeiffer House will provide quarterly statistics in an electronic form that is developed and may be revised by Jefferson County Public Health and the Kitsap Health District, in consultation with the Court, for statistical and program data collection.
- f) Jefferson County Juvenile Court will ensure that quarterly electronic reports for the Therapeutic Support for Independent Living Project; are sent to Amanda Tjemsland of Kitsap County Health District, at: Amanda.Tjemsland@kitsappublichealth.org and that a copy of each electronic report is also sent to Anna McEnery of Jefferson County Public Health at amcenery@co.jefferson.wa.us.
 - Quarterly reports will be reviewed by Public Health and Kitsap County Health District for accuracy. Any questions will be referred back to the Court.

EXHIBIT B

Logic Model

Therapeutic Support for Independent Living Project (Emerging Adults age 18-24)

INPUT

Therapeutic Support for Independent Living:

1. Housing and intake screening identifies case management goals that include therapeutic support.
2. Ongoing therapeutic support and relationship skill bldg. on-site w/ collaboration with other providers.
3. Participants (emerging adults ages 18-24) experience coaching in independent living skills such as supporting other residents, self-care, education and employment support, self-government group work as well as social skill development within an independent living environment.

OUTCOMES

Emerging Adult Independent Living:

1. Successful independent living experience for young adult residents;
2. Employment and educational goals reached;
3. Housing sustained and future homelessness averted.
4. Program is perceived by community as having a positive impact on the neighborhood and community.
5. Community recognizes the program as a positive link to obtaining short and long term life goals for older youth and young adults.

OUTPUTS

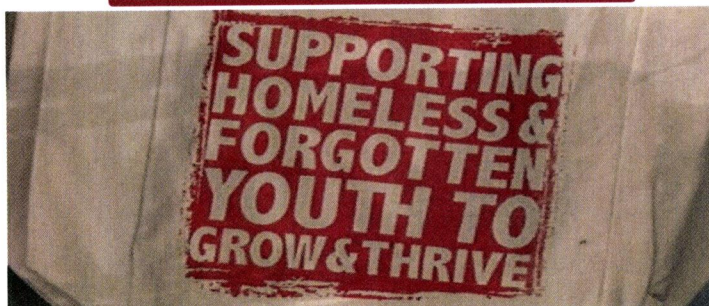
Emerging Adult Independent Living:

1. Relationships between residents are mutually supportive;
2. External providers are informed of ongoing living skill development and participation in therapeutic SMART goals;
3. Household in general is perceived as a positive participation as a good "neighbor" and community partner;
4. Potential resident leadership development is successful and can sustain process of self-government for residents.
5. Independent living skills are increased for residents as well as other positive outcomes such as education and employment;
6. Risk of future homelessness reduced.

PROCESS

Therapeutic Support for Independent Living:

1. Case Manager for independent living program provides referral to therapist;
2. Skill and relationship building, support for ongoing treatment on site in living environment (both individual and group work) – 12 hours per month.
3. Case Manager, Therapist, individual service providers communicate to provide direct and consistent coaching to first-time residents.



Therapeutic Support for Independent Living Project-2023

\$0.00

Therapeutic Support for Independent Living Project-2024

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ATTACHMENT A
JEFFERSON COUNTY 1/10th of 1% BEHAVIORAL HEALTH SALES TAX FUNDING
MATCH POLICY

Definitions:

Match: is a requirement for the grantee to provide contributions of a specified amount or percentage to match funds provided by another grantor. Matching can be in the form of cash or in-kind contributions.

Regulations: The specific requirements for matching funds are unique to each federal or state program. The A-102 Common Rule provides criteria for acceptable costs and contributions in regard to match.

Jefferson County Policy:

In 2005, the Washington State Legislature created an option for counties to raise the local sales tax by 0.1 percent, (the 1/10th of 1% sales tax initiative) to augment state funding for behavioral health treatment. Jefferson County collects and distributes the 1/10th of 1% Behavioral Health Sales Tax fund. Services purchased by the County are allocated through a formal Request for Proposal (RFP) process, review and contracting; staffed by Jefferson County Public Health, overseen by Jefferson County Behavioral Health Advisory Committee and adopted by the Board of County Commissioners, (BOCC). The BOCC does not assume any fiscal responsibility/liability for any of the Contractors they contract for services with.

Jefferson County reserves the first right to use as match the 1/10th of 1% Behavioral Health Sales Tax funds and the services funded by them for purposes of qualifying for additional funding and grants. County may make available to the Contractor the 1/10th of 1% Behavioral Health Sales Tax funds for the Contractor to propose as match to state, federal or other entities, at the County's sole discretion. Contractor shall not use the 1/10th of 1% Behavioral Health Sales Tax funds for match without prior authorization by the Jefferson County Administrator and County fiscal team. To request authorization of availability of the funds for match, Contractor must apply to the County Administrator in writing, and include their match formula and allocation plan and may include other documentation to support their request. The County Administrator will authorize or deny the availability of match funds in writing within 30 days of the application.

If the County informs the Contractor of the availability of the 1/10th of 1% Behavioral Health Sales Tax funds for match, then the Contractor shall be solely responsible for compliance with all state and federal laws and regulations, including, but not limited to DSHS, CMS and BIRR funding rules, applicable to the use of 1/10th of 1% Behavioral Health Sales Tax funds as match. Following state, federal and local guidelines for match is the responsibility of the Contractor.

For example, if a Contractor provides Title XIX Medicaid services (the Policy 19.50.02 or 42CFR 430.30) they are required by those rules to actually bill Medicaid for the services at the same time. If no Medicaid billing exists, the match would not comply with state and federal guidelines for match. Concurrent with its request for authorization of the availability of match, Contractor shall document it has met its responsibility to follow state, federal and local guidelines for match by submitting in writing to the County Administrator their match formula, allocation plan, and other documentation made mandatory pursuant to this Agreement and this Attachment A. At a minimum, the Contractor shall also provide the following to the County Administrator:

1. DSHS requires contractors to complete and submit a "Local Match Certification" form (DSHS 06-155) or a form that has equivalent data elements prior to any agreement for DSHS services. Submit a copy of this application and form when requesting match availability from the County and at each monthly billing.
2. Submit the current administrative policy within WA State regulating your services and the use of local match.
3. Submit to the County your last financial audit showing your use of match, County funds and tracking systems.
4. Submit to the County the terms of the agreement showing the 1/10th of 1% Behavioral Health Sales Tax fund allocation is an allowable source of match.
5. Provide documentation that your financial reporting system tracks matching funds at a level that meets the level of documentation required by federal or state statutes.

The County may reject permission for Contractor to utilize the 1/10th of 1% Behavioral Health Sales Tax funding as match.