



**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 Truancy Reform Project; January 1, 2023 – December 31, 2024; \$20,000.00

STATEMENT OF ISSUE:

Jefferson County Public Health, (JCPH) requests Board approval of a Memorandum of Understanding, (MOU) with Jefferson County Juvenile Court for the Truancy Reform Project; January 1, 2023 – December 31, 2024; \$20,000.00; (\$10,000.00 in 2023 and \$10,000.00 in 2024).

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

This Memorandum of Understanding, is with the Jefferson County Juvenile Court; for the Truancy Reform Project for Jefferson County youth with behavioral or emotional problems, affected by substance abuse, chemical dependency and mental health issues. Direct services (e.g. Functional Family Therapy) will be provided to youth participants and their families in the Truancy Reform Project.

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 the Truancy Reform Project; January 1, 2023 – December 31, 2024; \$20,000.00; (\$10,000.00 in 2023 and \$10,000.00 in 2024).

REVIEWED BY:

 1/4/23

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 Truancy Reform Project for youth with behavioral or emotional problems affected by substance abuse, chemical dependency and mental health issues; 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 Functional Family Therapy Services in 2023-2024 as follows; January 1, 2023 – December 31, 2024; \$20,000.00; (\$10,000.00 in 2023 and \$10,000.00 in 2024); \$20,000.00 for Truancy Reform 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 the Functional Family Therapy Services 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 Truancy Reform Project in Juvenile Court, as described in this MOU,

including **EXHIBIT A: Scope of Work: Functional Family Therapy-Truancy Reform Project** and **EXHIBIT B: TRUANCY, At-Risk Family FFT 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 \$10,000.00 in 2023 and up to \$10,000.00 in 2024 as described in the following **Budget Table**; on page two; subject to modification pursuant to Section 8 of this MOU.
3. Juvenile Court will use the 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); for direct services (e.g. Functional Family Therapy) for participants in the Truancy Reform Project; per the following **Budget Table**;

Description	Service Period	Amount from Fund 131
Functional Family Therapy Cost per Family: \$2500.00 Projected # of Families Served: 3	1/1/2023 – 12/31/2023	\$7,500.00
Individual Counseling \$120 an hour for 20 hours	1/1/2023- 12/31/2023	\$2,500.00
Subtotal-2023		\$10,000.00
Functional Family Therapy Cost per Family: \$2500.00 Projected # of Families Served: 3	1/1/2024 – 12/31/2024	\$7,500.00
Individual Counseling \$120 an hour for 20 hours	1/1/2024- 12/31/2024	\$2500.00
Subtotal-2024		\$10,000.00
Total Funding for Juvenile Court for 2023- 2024		\$20,000.00

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 Truancy Reform 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 monitor participant compliance and as well as help participants improve psychiatric symptoms and functioning, reduce substance use, reduce hospitalizations, increase housing stability, reduce arrests, 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 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 Case Management 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 _____, 202__.

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


December 20, 2022
Philip Hunsucker, Chief Civil Deputy
Prosecuting Attorney

EXHIBIT A

Scope of Work: Truancy, At-Risk Family FFT

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 the intervention of Functional Family Therapy (FFT) to youth who are referred via: Jefferson County Truancy Petition, At Risk Youth Petition, Child In Need of Services Petition, or youth referred through community partners including self-referrals. All referrals will be in writing by Jefferson County Juvenile Services, in accordance with the FFT model, which shall include but is not limited to:
 - a) Concepts and practice contained in the most recent Blueprints for Violence Prevention: Functional Family Therapy;
 - b) General Precepts/Practice/Assessment practices contained in FFT initial 3-Day Training and 1-Day Systems Training;
 - c) Clinical Guidance as supplied by:
 - FFT, Inc.; Local FFT Supervisor in formal consultation and any FFT site visits.
2. Provide individual counseling, up to 20 hours for youth who are referred via: Jefferson County Truancy Petition, At Risk Youth Petition, Child in Need of Services Petition, or youth referred through community partners, including self-referrals. All referrals will be in writing, using referral form specific for this funding, by Jefferson County Juvenile Services.
3. Make referrals to Functional Family Therapy and Individual Counseling services “in conjunction” with any current treatment program, and require a mutual exchange of information release to increase the effectiveness of all co-occurring treatment modalities.
4. Assure that youth referred for truancy from school districts, undergo the WARNS (Washington Assessment of Risk and Needs for Students) Assessment. This assessment identifies risk factors that are related to truant behaviors. Families that are referred and have a petition for At Risk Youth or Child in Need of Services are screened for services through the petition process and will receive an additional WARNS assessment. Families referred outside of the above, will receive a family screening through the PACT assessment.
5. Collect and share data statistics; school attendance data, court and school referral data, WARNS assessment data, court collection of referral dates, start dates and completion dates, and school outcome data for school attendance, for the administration of the Truancy, At Risk Family FFT and for reporting purposes.
6. **EXHIBIT B: The Truancy, At-Risk Family FFT Logic Model and Performance Measures** are attached hereto and incorporated herein.

7. The 1/10th of 1% Behavioral Health Sales Tax; (Fund 131); provides support needed to operate the Truancy, At-Risk Family FFT and will support those youth that are referred through non-court involved means. This protects public safety while reducing the student's risk for future justice involvement and placement in a higher, more restrictive level of care or incarceration. Funds provide Functional Family Therapy Intervention and Individual Counseling to referred youth and their families that otherwise would only qualify under an official "court involved" referral.
8. 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.
9. Provide at least the following for the referrals for FFT and Individual Counseling; 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 2021 and at the end of October 2022 to Public Health.
 - c) Juvenile Court will provide all 2022 invoices to the Auditor's office for processing during the Open Period, (a.k.a. 13th Month, in January); and the final reporting by Jan 20, 2023 and Jan 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) Jefferson County Juvenile Court 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 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.
 - After reviewing reports, any questions will be referred back to the Court.

EXHIBIT B

TRUANCY, At-Risk Family FFT Logic Model – Jefferson County 1/10th of 1% Sales Tax

Truancy/At-Risk Project with FFT Intervention - School, LEA, Court and Family Therapy Collaboration

(NOTE: An additional Logic Model specifically for the FFT intervention

<http://www.episcenter.psu.edu/sites/default/files/ebp/functional-family-therapy-logic-model-REV%204-2014.pdf>)

INPUT

Truancy: 1. Student meets legal “truant” definition and truancy referral by school received;
2. WARNS assessment completed, CTB scheduled; CTB notified of FFT eligibility status including CD/MH risks;
3. CTB held and FFT included in Student Truancy Intervention Agreement, with priority given to middle school students/family if necessary;

3a. If youth is non-compliant with CTB recommendations, Court may refer eligible youth when a “finding of truancy” is reached;
4. Referral made to FFT provider within 1 week by JC Truancy Coordinator, and hand-off session with family and FFT therapist is held.
5. If the youth does not have a connected adult to engage in FFT the youth may be referred to individual counseling.

At-Risk Family: 1. Prevention referral received from law enforcement, school, parent or child;
2. WARNS or other non-offender assessment completed and determines risk factors in areas of MH/CD and family dysfunction;
3. If family willing, referral made for early intervention FFT, if not willing, youth will be referred to individual counseling.

OUTCOMES

Truancy: 1 Youth is participating and engaged in appropriate educational program, communication at home is improved;
2. Factors leading to truant behavior are addressed;
3. Youth has improved education outcomes such as better attendance and educational progress.
4. Youth no longer meets “truant” definition and is dismissed from court truancy intervention

At-Risk Family: 1. Factors leading to family distress are addressed;
2. Youth is not exhibiting same risky behaviors and is following appropriate household rules, and is successfully addressing substance use or mental health issues;
3. Youth & Family no longer meet At Risk definition and services terminated.

OUTPUTS

Truancy: 1. Youth and family have developed skills to address behaviors related to truancy;
2. Action plan created to specifically address barriers to educational success
3. Student attends school and potentially increases other pro-social opportunities e.g.; school activities.
4. Youth and family’s belief that education has personal value is improved.

At-Risk Family: 1. At-risk behaviors reduced and/or better specific management of family’s identified issues;
2. Overall improvement of family functioning; and reduced at-risk behaviors;
3. Behavior change successful; family environment improved to preserve family unit.

PROCESS

1. Referred youth and their families receive Functional Family Therapy Intervention, moving through all phases successfully:

- Engagement
- Motivation
- Relational Assessment
- Behavior Change
- Generalization

2. JC BECCA Counselor is notified of progress through the phases;
3. Barriers to educational success and family support are identified;
4. Family completes FFT and therapist reports completion to JC Becca Counselor.
5. If the youth does not have a connected adult, the youth may participate in individual counseling. Specific goals will be targeted and the JC BECCA Counselor will be notified of progress and completion.

Any discontinuation of FFT or Individual Counseling will be reported to the Juvenile Court Becca Counselor.

School will decide the path forward for truancy; for At Risk Prevention.

The Becca Counselor will consider the appropriateness of moving forward with encouraging a formal filing of an at-risk youth or a child in need of services petition.

[illegible]

TRUANCY REFORM PROJECT-2024

\$0.00

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). 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.