

# WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

202507013

Originating Department:	Superior Court Administration
Division/Program: (i.e. Dept. Division and Program)	Juvenile
Contract or Grant Administrator:	Stephanie Kraft
Contractor's / Agency Name:	Washington State Department of Children, Youth and Families
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): 2563-62632 CFDA#: _____	
Is this contract grant funded? Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, Whatcom County grant contract number(s): New Grant and Contract	
Is this contract the result of a RFP or Bid process? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 10007006	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ Unknown at this time. Please reference Exhibit A "Funding", Paragraph 2 This Amendment Amount: \$ _____ Total Amended Amount: \$ Unknown at this time. Please reference Exhibit A "Funding", Paragraph 2	Council approval required for: all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
<b>Summary of Scope:</b> Washington State Department of Children, Youth and Families will reimburse Whatcom County for services rendered relating to juvenile justice through the Evidence Based Expansion Program. Reimbursement will be according to the rates from the EBE Contract SFY 2024-2025 until September 1, 2025 if DCYF has not established 2026-2027 rates. Please reference Exhibit A, Paragraph 3 for additional information regarding funding. The contract funds the Coordination of Services Program.	
Term of Contract: July 1, 2025	Expiration Date: June 30, 2027

Contract Routing:	1. Prepared by: Stephanie Kraft	Date: 6/3/25
	2. Attorney signoff: Christopher Quinn	Date: 6/4/25
	3. AS Finance reviewed:	Date: _____
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Executive contract review: J. J. J.	Date: 7/9/25
	7. Council approved, if necessary: AB2025-466	Date: 6/24/25
	8. Executive signed: S. J. J.	Date: 7/9/25
	9. Original to Council:	Date: _____

**WHATCOM COUNTY**  
**Superior Court Administration**  
311 Grand Avenue, 501  
Bellingham, Washington 98225  
(360) 778-5565



**Stephanie Kraft**  
Administrator

## **MEMORANDUM**

**TO:** Satpal Sidhu, County Executive

**FROM:** Stephanie Kraft, Administrator

**RE:** County Program Agreement Evidence Based Expansion  
Funding for Fiscal Years 2026 and 2027 with Washington  
State Department of Children, Youth and Families

**DATE:** June 3, 2025

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Enclosed is an original copy of the interagency agreement between Whatcom County Superior Court and the State of Washington Department of Children, Youth and Families and Whatcom County for your review and signature.

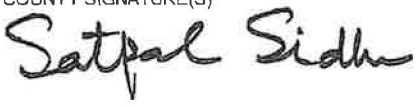
- **Background and Purpose**  
Whatcom County has long contracted with the Department of Children, Youth and Families for services relating to evidence based programming such as Coordination of Services, for juvenile offenders under the Supervision of Juvenile Court.
- **Funding Amount and Source**  
State of Washington Department of Children, Youth and Families has not calculated the rates of reimbursement to date. It is anticipated this will be completed by July 1, 2025 and reimbursement shall be at the newly established rate (assuming the County completed an application for funding). If there is a delay, funding will continue at the previous contract rate and will be applied retroactively to July 1, 2025, once the issue is resolved. In State fiscal year 2025, the County was allocated \$42,666.44. It is anticipated the State fiscal year 2026 rate will be close to that same amount.
- **Differences from Previous Contract**  
None.

Please contact **Stephanie Kraft** at extension **5496**, if you have any questions or concerns regarding the terms of this agreement,

Encl.

# WHATCOM COUNTY CONTRACT NO.

202507013

		<b>COUNTY PROGRAM AGREEMENT</b> <b>Evidence Based Expansion</b>		DCYF Agreement Number 2563-62632
<b>This Program Agreement is by and between the State of Washington Department of Children, Youth &amp; Families (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.</b>				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 1241	DCYF CONTRACT CODE 2000CC-63	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1500 Jefferson Street SE Olympia, WA 98501		
DCYF CONTACT TELEPHONE (360)870-5727		DCYF CONTACT FAX <a href="#">Click here to enter text.</a>	DCYF CONTACT E-MAIL <a href="mailto:karena.mcgovern@dcyf.wa.gov">karena.mcgovern@dcyf.wa.gov</a>	
COUNTY NAME Whatcom County		COUNTY ADDRESS 311 Grand Avenue Suite 201 Bellingham, WA 98225		
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER		COUNTY CONTACT NAME Stephanie Kraft		
COUNTY CONTACT TELEPHONE (360) 778-5496		COUNTY CONTACT FAX		COUNTY CONTACT E-MAIL <a href="mailto:skraft@co.whatcom.wa.us">skraft@co.whatcom.wa.us</a>
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No			CFDA NUMBERS	
PROGRAM AGREEMENT START DATE 07/01/2025		PROGRAM AGREEMENT END DATE 06/30/2027		MAXIMUM PROGRAM AGREEMENT AMOUNT See Exhibit B
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities; Exhibit B: Statement of Work; Exhibit C: Monthly Project Update Form; Exhibit D: Monthly Reimbursement Request Form; and Exhibit E: Quarterly Target Update Form.				
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) 		PRINTED NAME(S) AND TITLE(S) Satpal Singh Sidhu County Executive		DATE(S) SIGNED 7.9.25
DCYF SIGNATURE Karena McGovern		PRINTED NAME AND TITLE Karena McGovern Contract Specialist		DATE SIGNED 7/9/2025

## County 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.





## County General Terms and Conditions

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 a resolution, and to arrive at a decision within fifteen (15) 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.

## County General Terms and Conditions

- 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 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:
- Document performance of all acts required by law, regulation, or this Agreement;
  - 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. Nondiscrimination**
- Nondiscrimination Requirement**
    - (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
    - (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
  - Obligation to Cooperate**

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
  - Default**
    - (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
    - (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.

### County General Terms and Conditions

- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
    - (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
  - d. Remedies for Breach
    - (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
    - (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.
17. **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.
18. **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).
19. **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.
20. **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.

## County General Terms and Conditions

- 21. 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 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.
- 22. 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.

## County General Terms and Conditions

- 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.

**23. 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.

**24. 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.

**25. 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.

## County General Terms and Conditions

### 26. 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:
  - (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.

### 27. 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,







**EXHIBIT A**

### Evidence-Based Expansion Contract Term, Reimbursement Procedures, and Program Responsibilities

## 1. Contract Purpose

The purpose of this Agreement is to fund and support the program services described in the attached Statement of Work. The contract term begins July 1, 2025, and expires June 30, 2027.

## 2. Funding

As of July 1, 2025, the rates paid to the County will be the rate calculated for State Fiscal Year (SFY) 2026-2027.

If by July 1, 2025, 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 EBE Contract SFY 2024-2025 (DCYF Contract No. 2363-48883) until September 1, 2025 to provide for continuity of services.

Once the County's application is signed and approved, the SFY 2026-2027 funding rate shall apply retroactively to July 1, 2025, 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, 2026, JR may adjust the amount reimbursed to the County for the final two months of the agreement to account for these discrepancies.

### 3. Statement of Work

As of July 1, 2025, the County is responsible for adhering to the requirements described in Exhibit B: Statement of Work - Evidence Based Expansion.

If by July 1, 2025, 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 EBE Contract SFY 2024-2025 shall apply to all work performed under this agreement until September 1, 2025 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 2026-2027 Statement of Work from that date forward.

#### 4. Late Applications

If the County does not have a complete written application for funding approved by JR and signed by both parties by September 1, 2025, JR may discontinue reimbursement until the application is completed and approved.

**EXHIBIT B**

**STATEMENT OF WORK**

**Evidence Based Expansion**

**1. Definitions**

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Client" means any child or adult who is authorized services by DCYF.
- b. "County" means the Contractor.
- c. "DCYF" means the Department of Children, Youth, and Families.
- d. "JR means Juvenile Rehabilitation, a program under 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. Purpose**

As mandated by the Washington State Legislature, the purpose of this Contract is to provide funding to expand evidence based treatment and training programs administered by local juvenile courts. The expanded programs include:

- Functional Family Therapy (FFT);
- Multi-Systemic Therapy (MST);
- Coordination of Services (COS);
- Education and Employment Training (EET); and
- Effective Community-Based Programs (ECBP).

**3. General Requirements**

Upon approval of the County Juvenile Court's Approved Evidence Based Expansion Application Response, the County Juvenile Court shall:

- a. Provide projects and services in compliance with the County Juvenile Court's Approved Evidence Based Expansion Application Response to the Rehabilitation Administration's Juvenile Rehabilitation (JR) Evidence Based Expansion Solicitation;
- b. Administer a Washington State Juvenile Court prescreen or full risk assessment to participating youth. Youth who are moderate to high risk on the prescreen assessment must receive a full assessment. All moderate to high risk youth must receive a reassessment at the end of probation, in accordance with the timeline specified in the County Juvenile Court's Approved Evidence Based Application Response; and

- c. Ensure compliance with existing Community Juvenile Accountability Act (CJAA) State Quality Assurance Programs for the following programs: Functional Family Therapy; Multi-systemic Therapy, Coordination of Services; and Education and Employment Training.

#### **4. Intervention Programs**

- a. Functional Family Therapy, Multi-systemic Therapy, Coordination of Services, and Education and Employment Training.
- b. The County Juvenile Court must serve the number of youth at the cost budgeted and as detailed in the County Juvenile Court's Approved Evidence Based Application Response. If the County Juvenile Court anticipates a deviation from any aspect of its Application Response, it must submit a written request for prior approval to the JR Juvenile Court Treatment Programs Administrator. Service delivery must be based on and adhere to the following specifications:

(1) For Functional Family Therapy (FFT):

- (a) General precepts/practices contained in FFT, 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; and
- (e) Precepts/practices of FFT contained in Blueprints for Violence Prevention.
- (f) FFT Project Quality Assurance & Quality Improvement Plan, which includes the Therapist Standards and Clinical Supervisors Standards;
- (g) General precepts/practices contained in FFT, LLC Clinical Training Series (Initial and 3 Follow Ups), annual booster training, consultations and clinical oversight; and
- (h) Any subcontracts providing FFT must adhere to the FFT Project Standards for model fidelity.

(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) Precepts and practices contained in Coordination of Services Statewide Manual;
- (b) General Precepts and practices contained in the Coordination of Services initial training; and
- (c) Precepts and practices contained in the Statewide COS Quality Assurance Plan.

(4) Employment Education and Training (EET):

- (a) General precepts and practices contained in the EET Statewide Manual; and

- (b) Feedback from designated EET statewide Quality Assurance Specialist in on-going consultation and site visits.
  - (c) General precepts and practices contained in the EET Statewide Job Readiness Training Curriculum;
  - (d) Precepts and practices contained in the Statewide EET Quality Assurance Plan; and
  - (e) General Precepts and practices contained in the EET initial training
- (5) Effective Community-Based Programs
- (a) All Courts must be in compliance with the documentation in the Effective Community-Based Program Application.
- c. For the interventions listed above, the Juvenile Court shall comply with:
- (1) The Washington State Institute for Public Policy (WSIPP) evaluation design for CJAA (see CJAA: Program Evaluation Design, WSIPP November 1998). WSIPP will evaluate recidivism effects as well as the costs and benefits of the programs. The County Juvenile Court shall participate with all parties to ensure effective program evaluation.
  - (2) RCW 13.40.500 through 13.40.550 which requires County Juvenile Courts to collect the name, date of birth, gender, social security number, and Juvenile Information System (JUVIS) number for each juvenile enrolled in the Evidence Based Expansion Program (EBP).

## 5. 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. The quality measures below only apply to Juvenile Court EBP's which are further described in this Statement of Work.
  - (1) The Contractor shall participate in ongoing reporting, monitoring, and discussion with DCYF for the following performance metrics:

### Evidence-Based Program Quality Assurance – Coordination of Services (COS)

<b>Goal</b>	All EBPs implemented in juvenile courts must meet established quality assurance standards.
<b>Metric</b>	COS quality assurance standards include fidelity and competency rating standards for the Manager/Facilitator/Coordinator (MFC).

	<b>MFC has a fidelity rating of 2.7, and a competency rating of 2.4</b>
<b>Target</b>	<b>COS MFC has a fidelity rating 2.0, and a competency rating of 2.0</b>
<b>Reporting Requirement</b>	The statewide COS Quality Assurance Specialist will continue to report out this metric on behalf of the juvenile courts quarterly.
<b>Performance Management</b>	<b>Performance Improvement Plan.</b> 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.
<b>Continuous Improvement</b>	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

<b>Goal</b>	Increase EBP completion rates from established baseline levels.
<b>Metric</b>	Successful EBP completions provide an early indication of success, and continuous improvement is the goal.  <b>Based on a three-year average (SFY22-24), the following are the established baseline program completion rates for your court:</b> <b>COS: 97.7%</b>
<b>Target</b>	<b>Statewide Averages:</b> <b>COS: 94.6%</b>  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.
<b>Reporting Requirement</b>	The Administrative Office of the Courts (AOC) will continue to report out this metric on behalf of the juvenile courts quarterly.
<b>Performance Management</b>	<b>Performance Improvement Plan.</b> 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.
<b>Continuous Improvement</b>	DCYF will support continuous improvement by establishing a performance feedback loop to share and review performance data with contractors quarterly.

#### 6. Consideration

The maximum consideration for the Evidenced Based Expansion program for SFY26-27 is identified in the "Juvenile Court Evidence Based Expansion Funding Awards SFY26-27" list, incorporated by reference below in Section 11 of this Statement of Work.

- a. Under expenditures in SFY26 may not be carried forward to the subsequent fiscal year. A revenue sharing process may be made available during the latter part of SFY26 and SFY27 for all counties participating in Evidence Based Expansion contracts, provided funding is available.
- b. The full list of priorities is detailed in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application". County Juvenile Courts shall submit the JR provided "Revenue Sharing Requests/Returns Form" to the JR Juvenile Court Treatment Programs Administrator no later than May 15<sup>th</sup> of each fiscal year. Late submittals shall not be considered,

unless otherwise mutually agreed upon. Revenue sharing increases and decreases will be awarded by distribution of a revised "Juvenile Court Evidence Based Expansion Funding Awards SFY26-27 list. The total maximum consideration for this contract may increase or decrease, depending on the results of revenue sharing distributions and changes in appropriations as directed by the legislature."

- c. JR will review utilization by January 1<sup>st</sup> each fiscal year. If the County Juvenile Court has significantly exceeded their proposed cost per participant as detailed in their "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", the Juvenile Court Treatment Programs Administrator and CJAA Advisory Committee shall intervene and develop a work plan with the County Juvenile Court to maintain compliance with their proposed cost per participant.
- d. The cost per participant is determined in the "County Juvenile Court's Washington State Juvenile Court Evidence Based Expansion Application", incorporated herein by reference."
- e. Reimbursable costs include staff salaries, staff benefits, training, fees, quality assurance where appropriate, and local expenditures on administration.
- f. Reimbursement for administrative and equipment costs shall not exceed 15% of the original annual allotment. Administrative costs include discrete, assignable activities and cost necessary for overall management and support of a program.

## 7. Payment and Billing

- a. DCYF shall pay the County upon acceptance by DCYF of a properly completed Invoice Voucher (A-19), or other JR pre-approved invoice document, and the required monthly project forms. JR retains the right to withhold payment for incomplete or delinquent reimbursement packages.
- b. The following Deliverables must be attached with the Invoice Voucher (A-19) and completed before payment will be made by JR:
  - (1) Monthly Project Update Form. Use Exhibit C – Monthly Project Update Form. Submit a separate Update Form for each intervention program (FFT, MST, COS, EET, and EGBP);
  - (2) Monthly Reimbursement Request Form. Use Exhibit D – Monthly Reimbursement Request Form. Submit a separate Update Form for each intervention program (FFT, MST, COS, EET, and EGBP);
  - (3) Quarterly Target Update Form. Use Exhibit E – Quarterly Target Update Form. Submit a separate Target Update Form for each intervention program (FFT, MST, COS, EET and EGBP) to JR within 15 days following each fiscal quarter being reported on. This form does not need to be submitted with the monthly Invoice Voucher (A-19);
  - (4) Quarterly Outcome Data for Effective Community-Based Programs. Submit quarterly outcome data as approved in the Effective Community-Based Application. The data does not need to be submitted with the monthly Invoice Voucher (A-19); and
  - (5) Completed Monthly Business Intelligence Tool (BIT) EBP Summary Report.
- c. The County Juvenile Court agrees to accept payment as outlined in this Billing and Payment Section of the Contract as total and complete remuneration for services provided to offenders under this Contract. This does not preclude the County from seeking other funding sources. No indirect costs are allowed.

- d. The County Juvenile Court shall use these funds to supplement, not supplant, the amount of federal, state, and local funds otherwise expended for the services provided under this Contract.
- e. Under no circumstance shall the County Juvenile Court bill twice for the same services.
- f. The County Juvenile Court shall maintain backup documentation of all costs billed under this Contract.
- g. **Stop Payment.** If reports required under this Contract are delinquent, JR may stop payment to the County Juvenile Court until such required reports are submitted to JR.

## **8. County Compliance**

### **a. Subcontractors**

If the County Juvenile Court utilizes subcontractors for the provision of services under this Contract, the County Juvenile Court must notify the JR Juvenile Court Treatment Programs Administrator in writing and maintain sufficient documentation to verify that the subcontractors meet all the requirements under this Contract. In no event shall the existence of a subcontract release or reduce the liability of the County Juvenile Court for any breach of performance.

### **b. Other Provisions**

The County Juvenile Court shall comply with the following other provisions for all services provided under this Contract.

#### **(1) Background Check/Criminal History**

- (a) 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 110-700 WAC (JR -Practices & Procedures), 72.05 RCW (Children & Youth Services), and by the terms of this contract, the County 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, the County, 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:
  - i. Any felony sex offense as defined in 9.94A.030 RCW (Sentencing Reform Act-Definitions) and 9A.44.130 RCW (Sex Offenses);
  - ii. Any crime specified in Chapter 9A.44 RCW (Sex Offenses) when the victim was a juvenile in the custody of or under the jurisdiction of JR; or
  - iii. 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.

**(2) 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:
  - i. Who is found by the department, based on a preponderance of the evidence, to have had sexual intercourse or sexual contact with the offender; or
  - ii. Convicted of any crime specified in chapter 9A.44 RCW (Sex Offenses) when the victim was an offender.
- (d) If any actions are taken under 13.40.570 RCW, subsections (3) or (4), the Contractor must demonstrate to the Secretary they have greatly reduced the likelihood that any of its employees, volunteers, or subcontractors could have sexual intercourse or sexual contact with any offender. The Contract shall not be renewed unless the Secretary determines significant progress has been made.

**9. 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.

**10. 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.

**11. Items Incorporated by Reference**

- a. RCW 13.40.500 – 13.40.550;
- b. Juvenile Disposition Sentencing Standards;
- c. Evidence-Based Public Policy Options to Reduce Future Prison Construction (October 2006);
- d. Providing Evidence-Based Programs with Fidelity in Washington State Juvenile Courts: Cost Analysis; and



- e. The County's SFY 2026-2027 Washington State Juvenile Court Evidence Based Expansion Application.

**12. JR Program Contact Information**

The primary program contact for this Contract for DCYF shall be:

Robert Leonard  
Program Administrator  
Juvenile Rehabilitation  
1500 Jefferson St. SE  
Olympia, WA 98504-4570  
206.639.6009  
[Robert.Leonard@dcyf.wa.gov](mailto:Robert.Leonard@dcyf.wa.gov)

**EXHIBIT C**

***Juvenile Court Evidence Based Expansion***  
**MONTHLY PROJECT UPDATE FORM SFY26-27**

The following information must be submitted on the Monthly Project Update Form, as provided by JR, for each type of intervention (FFT, MST, COS, EET, and ECBP) and attached to an Invoice Voucher Form A-19 when submitting requests for payment to JR:

- a. County Name
- b. Month/Year of Service
- c. The court's projected number of youth who will start the program for the current fiscal year
- d. The number of youth who started the program during this month (Youth shall only be counted as a starter one time per evidence based program per probation obligation)
- e. The total number of youth who started the program since the beginning of the current fiscal year
- f. The number of youth who have successfully completed the program during this month
- g. The number of youth who have successfully completed the program since the beginning of the current fiscal year
- h. The total number of youth who are still active in the program and have not completed as of the end of this month
- i. The Total Reimbursement for the program since the beginning of the current fiscal year
- j. The County's current cost per youth for the program
- k. Program Comments (include barriers to getting youth to start the programs and/or any opportunities to expand the programs)

**Juvenile Court Evidence Based Expansion  
MONTHLY REIMBURSEMENT REQUEST FORM SFY26-27**

Attach completed Form(s) to an Invoice Voucher Form (A-19) when submitting requests for payment to JR. Note: Complete a separate MONTHLY REIMBURSEMENT REQUEST FORM for each type of intervention (FFT, MST, COS, EET, and ECBP).

COUNTY	MONTH/YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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### COSTS THIS MONTH

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

**EXHIBIT E**

**Juvenile Court Evidence Based Expansion  
QUARTERLY TARGET UPDATE FORM SFY26-27**

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

COUNTY	QUARTER	YEAR	INTERVENTION PROGRAM (FFT, MST, ETC.)
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### PROPOSED QUARTERLY TARGETS

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

1.	_____	is the number of youth who <b>participated</b> in the project for the quarter being reported.
2.	_____	is the number of youth who <b>completed</b> the project for the quarter being reported.

### **BARRIERS/ISSUES TO MEETING QUARTERLY PARTICIPATION**

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### **IDENTIFIED OPPORTUNITIES TO EXPAND PARTICIPATION**

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