


<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>		Whatcom County Contract No. 202309033	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division / Law Enforcement Assisted Diversion	
Contract or Grant Administrator:		Vanessa Martin	
Contractor's / Agency Name:		Washington State Health Care Authority	
Is this a New Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If not, is this an Amendment or Renewal to an Existing Contract? If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Already approved? Council Approved Date:	If No, include WCC:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):	K7134	CFDA#:
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, RFP and Bid number(s):	Contract Cost Center:	124132
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).			
Contract Amount:(sum of original contract amount and any prior amendments): \$ 1,175,834		Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : <ol style="list-style-type: none"> <li>Exercising an option contained in a contract previously approved by the council.</li> <li>Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>Bid or award is for supplies.</li> <li>Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: This agreement provides funding for intensive case management services to individuals recently arrested and/or at high risk of arrest through the expansion of the LEAD Program.			
Term of Contract:	2 Years	Expiration Date:	06/30/2025
Contract Routing:	1. Prepared by:	JT	Date: 09/11/2023
	2. Attorney signoff:	RB	Date: 09/11/2023
	3. AS Finance reviewed:	A Martin	Date: 9/13/2023
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Executive Contract Review:		Date: 9/28/2023
	7. Council approved (if necessary):	AB2023-607	Date: 09/26/2023
	8. Executive signed:		Date: 9/28/2023
	9. Original to Council:		Date:



## MEMORANDUM

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Health Care Authority – LEAD Program Expansion Services Agreement  
**DATE:** September 27, 2023

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Attached is an interlocal agreement between Whatcom County and Washington State Health Care Authority (HCA) for your review and signature.

- **Background and Purpose**

The Law Enforcement Assisted Diversion (LEAD) Program enhances safety, health and equity by building a community-based alternative to arrest and incarceration for people whose unlawful behavior stems from unmanaged substance use, mental health challenges, or extreme poverty. This agreement provides funding for Whatcom County Health and Community Services to provide intensive case management services to individuals recently arrested and/or at high risk of arrest through expansion of the LEAD Program.

- **Funding Amount and Source**

Funding for this agreement, in the amount of \$1,175,834, is provided by the Washington State HCA. These funds are included in the 2023 budget. Council authorization is required per WCC 3.06.010 for grants exceeding \$40,000.

Please contact Vanessa Martin at 602-501-3595 ([VMartin@co.whatcom.wa.us](mailto:VMartin@co.whatcom.wa.us)) or Kathleen Roy, Financial and Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions or concerns regarding this request.

	<b>INTERAGENCY AGREEMENT for LEAD Program Expansion Services</b>	HCA Contract Number: K7134
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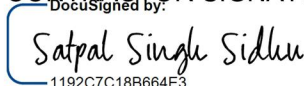
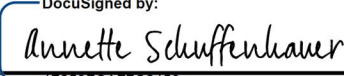
**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Whatcom County (Contractor), pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Whatcom County		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b> Whatcom County Health and Community Services		
<b>CONTRACTOR ADDRESS</b> 509 Girard Street	<b>Street</b>	<b>City</b> Bellingham	<b>State</b> WA	<b>Zip Code</b> 98225
<b>CONTRACTOR CONTRACT</b> Vanessa Martin	<b>CONTRACTOR TELEPHONE</b> (602) 501-3595	<b>CONTRACTOR E-MAIL</b> vmartin@co.whatcom.wa.us		

<b>HCA PROGRAM</b> Adult Substance Use Disorder	<b>HCA DIVISION/SECTION</b> Division of Behavioral Health and Recovery (DBHR)
<b>HCA CONTRACT MANAGER NAME AND TITLE</b> Ryan Keith, Contract Manager	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE Olympia, WA 98504
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-5237	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> Ryan.keith@hca.wa.gov

<b>CONTRACT START DATE</b>  <b>July 1, 2023</b>	<b>CONTRACT END DATE</b>  <b>June 30, 2025</b>	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b>  <b>\$1,175,834</b>
<b>PURPOSE OF CONTRACT:</b>  Provide intensive case management services to individuals recently arrested and/or at high risk for arrest through the expansion of the Washington State Law Enforcement Assisted Diversion (LEAD) Program.		

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will be binding on HCA only upon signature by both parties.

<b>CONTRACTOR SIGNATURE</b> <small>DocuSigned by:</small>  <small>1192C7C18B664E3...</small>	<b>PRINTED NAME AND TITLE</b> Satpal Singh Sidhu County Executive	<b>DATE SIGNED</b> 9/28/2023
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small>  <small>4F259FCAF7C2450...</small>	<b>PRINTED NAME AND TITLE</b> Annette Schuffenhauer Chief Legal Officer	<b>DATE SIGNED</b> 9/14/2023

APPROVAL AS TO PROGRAM: DocuSigned by:  
*Malora Christensen*  
00E05E4A7809409... 9/27/2023

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Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL: DocuSigned by:  
*Erika Lautenbach*  
955C651A30374BD... 9/27/2023

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Erika Lautenbach, Director – Health and Community Services Date

APPROVAL AS TO FORM: DocuSigned by:  
*Royce Buckingham*  
1EE5DDBD9542404... 9/27/2023

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Royce Buckingham, Senior Civil Deputy Prosecutor Date

**Washington State Health Care Authority**

626 8<sup>th</sup> Avenue SE  
Olympia, WA 98504  
360-725-5237

[Ryan.keith@hca.wa.gov](mailto:Ryan.keith@hca.wa.gov)

## 1. DEFINITIONS

“**Authorized Representative**” means a person to whom signature authority has been delegated in writing acting within the limits of the person’s authority.

“**Confidential Information**” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or chapter 70.02 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, HCA source code or object code, or HCA or State security information.

“**Contract**” or “**Agreement**” means the entire written agreement between HCA and the Contractor, including any exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) or fax (facsimile) transmission of a signed copy of this contract shall be the same as delivery of an original. Contract and Agreement may be used interchangeably.

“**Contractor**” means its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Agreement. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“**Data**” means information disclosed, exchanged or used by Contractor in meeting requirements under this Agreement. Data may also include Confidential Information as defined in this Contract.

“**Division of Behavioral Health and Recovery**” or “**DBHR**” means a Division within the Health Care Authority that provides funding, training, and technical assistance to community-based providers for prevention, intervention, treatment, and recovery support services to people in need.

“**Health Care Authority**” or “**HCA**” means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“**Julota**” means a case management electronic record system.

“**Law Enforcement Assisted Diversion**” “**LEAD**” or “**Program**” means a registered trademark referring to the LEAD Program developed by the Seattle King County Policy Coordinating Group. The LEAD Program is managed by the Purpose Dignity Action (PDA) and is recognized as an evidence-based practice in the Washington Medicaid Waiver Toolkit and falls under the Office of Justice Programs standards for evidence-based practices.

“**National Support Bureau**” or “**NSB**” means project of the Purpose Dignity Action (PDA). The LEAD NSB will be providing strategic guidance and technical assistance to the pilot sites

developing LEAD Programs under this Agreement, including providing guidance on implementation with a commitment to the LEAD Programs core principles.

**"Purpose Dignity Action"** or **"PDA"** means the agency that will provide technical assistance for the LEAD site selection, implementation, and evaluation.

**"Services"** means all work performed or provided by Contractor pursuant to this Contract.

**"Statement of Work"** or **"SOW"** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is attached as Schedule A.

**"Subcontractor"** means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Agreement under a separate contract with Contractor. The term "Subcontractor" means subcontractor(s) of any tier.

## 2. STATEMENT OF WORK

Contractor will furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Schedule "A"

## 3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract will commence on **July 1, 2023**, and be completed on **June 30, 2025**, unless terminated sooner or extended upon written agreement between the parties.

## 4. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$1,175,834**. Payment for satisfactory performance of the work will not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services will be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Schedule "A".

## 5. BILLING PROCEDURE

Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to: [acctspay@hca.wa.gov](mailto:acctspay@hca.wa.gov). Include the HCA Contract number in the subject line of the email.

Invoices must describe and document to HCA's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, invoices must provide a detailed breakdown of each type. Any single expense in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. All invoices will be reviewed and must be approved by the Contract Manager or designee prior to payment.

Contractor must submit properly itemized invoices to include the following information, as applicable:

- a. HCA Contract number [Enter HCA Contract #];
- b. Contractor name, address, phone number;
- c. Description of Services;
- d. Date(s) of delivery;
- e. Net invoice price for each item;
- f. Applicable taxes;

- g. Total invoice price; and
- h. Payment terms and any available prompt payment discount.

Contractor will return incorrect or incomplete invoices for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and correspondence relating to this Agreement.

Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices. Payment will be directly deposited in the bank account or sent to the address Contractor designated in this Agreement.

Upon expiration or termination any claims for payment for costs due and payable under this Agreement that are incurred prior to the expiration date must be submitted by Contractor within sixty (60) calendar days after the expiration date. There will be no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the expiration date ("Belated Claims"). Belated Claims will be paid at HCA's sole discretion, and any such potential payment is contingent upon the availability of funds.

## 6. ACCESSIBILITY

**REQUIREMENTS AND STANDARDS** . Each information and communication technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, et seq. For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.

**DOCUMENTATION**. Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria , including records of any testing or simulations conducted.

**REMEDATION**. If the Contractor claims that its products or services satisfy the applicable requirements and standards specified in this Section and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.



DEFINITION. Information and Communication Technology (ICG) means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

INDEMNIFICATION. Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

## **7. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments are not binding unless they are in writing and signed by an Authorized Representative of each party.

## **8. SUBCONTRACTING**

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Agreement without obtaining HCA's prior written approval. HCA shall have no responsibility for any action of any such Subcontractors.

## **9. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent will not be unreasonably withheld.

## **10. CONTRACT MANAGEMENT**

The Contract Manager for each of the parties, named on the face of this Contract, will be responsible for and will be the contact person for all communications and billings regarding the performance of this Agreement. Either party must notify the other party within thirty (30) days of change of Contract Management. Changes in Contract Management shall require an amendment.

## **11. DISALLOWED COSTS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

## **12. DISPUTES**

In the event that a dispute arises under this Agreement, it will be determined by a Dispute Board in the following manner: Each party to this Agreement will appoint one member to the Dispute Board.

The members so appointed will jointly appoint an additional member to the Dispute Board. The Dispute Board will review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board will thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board will be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

### **13. GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement will be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- 13.1. Applicable state and federal statutes and rules;
- 13.2. Schedule A, Statement of Work; and
- 13.3. Any other provisions of the agreement, including materials incorporated by reference.

### **14. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement will not be considered for any purpose to be employees or agents of the other party.

### **15. RECORDS MAINTENANCE**

The parties to this Agreement will each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records will be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties will have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **16. TREATMENT OF ASSETS**

### 16.1. Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this contract. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this contract, excluding intellectual property provided by the Contractor, shall pass to and vest in HCA upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

### 16.2. Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative and other requirements.

### 16.3. Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed or damaged by Contractor or Contractor's employees, agents or subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

### 16.4. Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

### 16.5. Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

## **17. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by HCA. Data will include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies,

computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

## **18. CONFIDENTIALITY**

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. Contractor agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with HCA's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without HCA's written consent except as may be required by law.

## **19. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference will be held invalid, such invalidity will not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

## **20. FUNDING AVAILABILITY**

HCA's ability to make payments is contingent on funding availability. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, HCA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or to renegotiate the Agreement subject to new funding limitations and conditions. HCA may also elect to suspend performance of the Agreement until HCA determines the funding insufficiency is resolved. HCA may exercise any of these options with no notification restrictions.

## **21. TERMINATION**

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. If this Agreement is so terminated, the parties will be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **22. TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not

corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**23. WAIVER**

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an Authorized Representative of the party and attached to the original Agreement.

**24. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

**25. SURVIVORSHIP**

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, expiration or termination of this Agreement shall so survive. In addition, the terms of the sections titled Rights in Data, Confidentiality, Disputes and Records Maintenance shall survive the termination of this Agreement.

**Schedule**

Schedule A: Statement of Work (SOW)

## **SCHEDULE A**

### **Statement of Work**

#### **1. PURPOSE**

The purpose of this Agreement is to establish and operate a Law Enforcement Assisted Diversion (LEAD) Program that adheres to the core principles of LEAD as noted in Substitute Senate Bill (SSB) 5380 and Revised Code of Washington (RCW) 71.24.589, which indicates that HCA must partner with the Purpose Dignity Action (PDA)-National Support Bureau (NSB) to expand availability of LEAD Programs statewide.

#### **2. HCA RESPONSIBILITIES**

- 2.1. Provide a Contract Manager to monitor all progress under the LEAD Program; and
- 2.2. Provide timely responses to all inquiries from the Contractor.

#### **3. CONTRACTOR RESPONSIBILITIES**

- 3.1. Coordinate with NSB for purposes of receiving Technical Assistance (TA); and
- 3.2. Coordinate with NSB for training on policies and protocols for LEAD referrals and diversion-eligible offenses.
- 3.3. Coordinate with NSB to develop a LEAD Program site evaluation plan with the intent of yielding results that include but are not limited to:
  - 3.3.1. Reduction in arrests, time spent in custody, and/or recidivism for the LEAD Program participants;
  - 3.3.2. Increase access to and utilization of non-emergency community behavioral health and/or substance use services;
  - 3.3.3. Reduction in the utilization in emergency services;
  - 3.3.4. Increased resilience, stability, and well-being for LEAD Program participants; and
  - 3.3.5. Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.
- 3.4. The Contractor will provide intensive case management services through the LEAD Program which shall adhere to the LEAD core principles recognized by the LEAD NSB, the efficacy of which have been demonstrated in peer-reviewed research studies. A major component of this

will include maintaining an executive committee that consists of members that include but are not limited to:

- 3.4.1. Community-based organizations;
- 3.4.2. Local government;
- 3.4.3. Law enforcement;
- 3.4.4. Prosecutors;
- 3.4.5. Public health experts; and
- 3.4.6. Organizations led by and representing individuals with past justice system involvement.

3.5. As a LEAD Program site, the Contractor must:

- 3.5.1. Accept and follow all guidance provided by the PDA Technical Assistance team to ensure that the LEAD Program site maintains fidelity to the LEAD Model as referenced in RCW 71.24.589.
- 3.5.2. Ensure that the LEAD Program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding. The Contractor will work with HCA to utilize a Julota data collection and case management system to be required to do the following:
  - 3.5.2.1. Establish effective workflows for case managers to record needed data in Julota and/or establish any needed data uploads or interfaces to ensure needed data are included in the Julota platform for reporting to HCA and lessen any duplicate data entry burden on staff (e.g., bringing data in from local Electronic Health Record (EHR) systems, law enforcement, emergency departments, etc.).
  - 3.5.2.2. Implement the referral functions to be used to identify possible participants and track referral data related to participants of the LEAD Program, including use of external referral links to receive referrals directly from partners and resources in the community who identify eligible participants.
  - 3.5.2.3. Utilize the automation of notifications/alerts to maximize on efficiency of communication and processing of data related to the system.
  - 3.5.2.4. Use the participant surveys to evaluate LEAD Program participation and engagement.

- 3.5.2.5. Implement user accounts with trusted partners who may be providing services to participants on behalf of the case management company so the outcomes of those connections and services can be included in the data provided to HCA.
- 3.5.2.6. Collect the number of individuals contacted through law enforcement response and/or social contact referrals.
- 3.5.2.7. Collect the number of individuals admitted into LEAD Program.
- 3.5.2.8. Collect aggregated demographics for individuals admitted, including but not limited to;
  - 3.5.2.8.1. Race;
  - 3.5.2.8.2. Gender;
  - 3.5.2.8.3. Age; and
  - 3.5.2.8.4. And housing status.
- 3.5.2.9. Collect aggregated intake form:
  - 3.5.2.9.1. Self-reported behavioral health;
  - 3.5.2.9.2. Employment;
  - 3.5.2.9.3. Family and;
  - 3.5.2.9.4. Financial information.
- 3.5.2.10. Collect the following LEAD Program evaluation metrics:
  - 3.5.2.10.1. Number of police contacts related to criminal behavior/suspected criminal behavior;
  - 3.5.2.10.2. Number of arrests-categorize by type;
  - 3.5.2.10.3. Number of warrants;
  - 3.5.2.10.4. Number of criminal charges categorize by type;
  - 3.5.2.10.5. Number of jail bookings;
  - 3.5.2.10.6. Number of jail bed days;
  - 3.5.2.10.7. Number of visits to an emergency room;



- 3.5.2.10.8. Number of inpatient admits to hospital care;
  - 3.5.2.10.9. Number of contacts with fire/Emergency Medical System (EMS);
  - 3.5.2.10.10. Number of times team meets with participants-categorized by type: case management, peer counseling, brief outreach;
  - 3.5.2.10.11. Number of referrals to service-categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food, shelter, employment, etc.;
  - 3.5.2.10.12. Number of connections to services-categorized by type: mental health, substance use disorder, medical, housing, insurance, benefits, food, shelter, employment, etc.;
  - 3.5.2.10.13. Percentage of individuals that received a University of Rhode Island Change Assessment (URICA) score; and
  - 3.5.2.10.14. Participant survey baseline, six (6) months and one (1) year.
- 3.5.3. The Contractor's LEAD Program Manager will provide logistical coordination, support, and record-keeping to the local LEAD advisory board and Operational Work Group (OWG). Meetings will be scheduled as frequently as necessary to maintain the integrity and operation of LEAD, averaging three (3) meetings per month; This support shall include, but not limited to the following:
- 3.5.3.1 Set meeting dates and provide coordination of presenters and subject matter experts for the LEAD Advisory Board and Steering Board meetings;
  - 3.5.3.2 Work with the PDA Program Manager to develop and provide an agenda to LEAD Advisory Board members for each meeting;
  - 3.5.3.3 Provide all meeting agendas, minutes and pertinent documents to the PDA Program Manager and the HCA Contract Manager;
  - 3.5.3.4 Meet at least monthly with the PDA Program Manager to ensure communication and coordination of project;
  - 3.5.3.5 Upon request, participate in presentations to key state and local stakeholders on progress;
  - 3.5.3.6 Create and/or renew Memorandum of Understanding's (MOUs) to facilitate information sharing; and
  - 3.5.3.7 Provide a satisfaction survey to participants, officers, and stake holders

within the last quarter of the LEAD Program.

- 3.5.4. OWG meetings are for the purposes of coordinating care for LEAD participants, through identifying, monitoring, discussing, and addressing operational, administrative, and client-specific issues. Only those participants that have signed a Release of Information (ROI) with OWG's members are to be discussed during the workgroup meetings.
- 3.5.5. Coordinate, schedule, and conduct OWG meetings, as needed, with participants including but not limited to:
  - 3.5.5.1 Law Enforcement Officers referring to the LEAD Program;
  - 3.5.5.2 Prosecutors considering cases involving LEAD participants;
  - 3.5.5.3 Case Managers assisting LEAD clients; and
  - 3.5.5.4 LEAD Project Managers.
- 3.5.6. The LEAD Program Manager will participate in TA calls with the PDA Program Manager, at least once a month, to maintain the integrity and fidelity of LEAD.
- 3.5.7. Maintain employees and/or contract clinical support positions, to include the following:
  - 3.5.7.1 Outreach Coordinator;
  - 3.5.7.2 Clinical Supervisor; and
  - 3.5.7.3 Case Manager.
- 3.5.8. Coordinate, schedule, and conduct the LEAD steering committee and advisory board meetings as needed to maintain the integrity and fidelity of the LEAD Program.
- 3.5.9. Provide referrals to local community agencies for intensive case management services, including but not limited to the following:
  - 3.5.9.1 Substance use;
  - 3.5.9.2 Mental health; and
  - 3.5.9.3 Behavioral health assessment and treatment.
- 3.5.10. Monitor to ensure the LEAD Program has made at least 350 referrals of new, previously referred or previously discharged participants, admit at least the

minimum required to maintain a case load of at least 25 active participants per Case Manager, by June 30, 2025.

3.5.11. Submit monthly reports as detailed in the Deliverables Table with the invoice to the HCA Contract Manager, including but not limited to the following:

- 3.5.11.1 How many individuals referred;
- 3.5.11.2 Number of active participants;
- 3.5.11.3 Current barriers;
- 3.5.11.4 Attempts to resolve barriers;
- 3.5.11.5 Any staffing changes, any success stories; and
- 3.5.11.6 TA needs.

3.5.12. Ensure travel pe diem, computers, office supplies and all the other supplies and tools necessary to perform defined duties are provided to the LEAD Program staff and/or Contractor staff.

**4. DELIVERABLES TABLE**

<b>DELIVERABLES TABLE July 1, 2023 – June 30, 2025</b>					
<b>#</b>	<b>DELIVERABLE</b>	<b>RATE</b>	<b>DATE RANGE</b>	<b>DUE DATE</b>	<b>MAX PAYMENT</b>
<b>1.</b>	Submit copy of contract documentation demonstrating renewal of the contract with Julota case management and data collection software platform.	\$47,695	One-time payment.	Within thirty 30 from date the Contractor signs this Contract K7134.	<b>\$47,695</b>
<b>2.</b>	Submit copies of the LEAD advisory board and OWG minutes detailing all local LEAD advisory board and OWG meetings.	\$10,500 per month x 24 months.	July 2023, through May 2025.	Due the 15 <sup>th</sup> of each month, following the month of service.	<b>\$252,000</b>
			<b>June 2025</b>	<b>With final invoice.</b>	

3.	Submit reports demonstrating monthly TA calls with the PDA TA team.	\$8,750 per month x 24 months.	July 2023, through May 2025.	Due the 15 <sup>th</sup> of each month, following the month of service.	<b>\$210,000</b>
			<b>June 2025</b>	<b>With final invoice.</b>	
4.	Submit monthly data collection reports.	\$13,125 per month x 24 months.	July 2023, through May 2025.	Due the 15 <sup>th</sup> of each month, following the month of service.	<b>\$315,000</b>
			<b>June 2025</b>	<b>With final invoice.</b>	
5.	Submit monthly LEAD progress reports.	\$8,750 per month x 24 months.	July 2023, through May 2025.	Due the 15 <sup>th</sup> of each month, following the month of service.	<b>\$210,000</b>
			<b>June 2025</b>	<b>With final invoice.</b>	
6.	Submit documentation demonstrating the successful number of individuals referred (minimum of 350) and the number of individuals admitted to support the average case load of at least 25 per Case Manager.	\$23,556	One-time payment.	<b>June 30, 2023</b>	<b>\$ \$58,831</b>
7.	Indirect (administrative) costs: Only 7% of direct costs.	Variable rate for up to 24 months.	July 2023, through May 2025.	Invoice monthly, by the 15 <sup>th</sup> of each month following the month of service.	<b>\$ 82,308</b>
			<b>June 2025</b>	With final invoice, no later than 60 days following Contract end date of <b>June 30, 2025.</b>	
<b>MAXIMUM TOTAL</b>					<b>\$1,175,834</b>