

<b>WHATCOM COUNTY CONTRACT INFORMATION SHEET</b>				Whatcom County Contract No. 202406026	
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?		If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:			
Does contract require Council Approval?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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?		If yes, grantor agency contract number(s):		K7591	CFDA#:
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>				
Is this contract grant funded?		If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/>	No <input type="checkbox"/>				
Is this contract the result of a RFP or Bid process?				Contract Cost Center:	124132
Yes <input type="checkbox"/>	No <input type="checkbox"/>	If yes, RFP and Bid number(s):			
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 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):		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> :			
\$	420,000	1. Exercising an option contained in a contract previously approved by the council.			
This Amendment Amount:		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.			
Total Amended Amount:		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.			
Summary of Scope: This agreement provides funding for the expansion of the LEAD Program.					
Term of Contract:		1 Year		Expiration Date: 06/30/2025	
Contract Routing:		1. Prepared by: JT		Date:	06/18/2024
		2. Attorney signoff: CQ		Date:	06/24/2024
		3. AS Finance reviewed: A Martin		Date:	6/21/2024
		4. IT reviewed (if IT related):		Date:	
		5. Contractor approved:		Date:	
		6. Executive Contract Review: <span style="border: 1px solid blue; border-radius: 50%; padding: 2px;">DS</span> <span style="font-family: cursive; font-size: 1.2em;">BSR</span>		Date:	6/25/2024
		7. Council approved (if necessary): AB2024-428		Date:	06/25/2024
		8. Executive signed:		Date:	6/25/2024
		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:** June 25, 2024

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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**

This agreement provides funding for Whatcom County Health and Community Services to expand the operational capabilities of its existing Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD) Program.


LEAD provides intensive case management services to individuals recently arrested and/or at high risk of arrest. LEAD 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.

- **Funding Amount and Source**

Funding for this agreement, in the amount of \$420,000, is provided by the Washington State HCA. These funds will be added in the 2024 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)) if you have any questions or concerns regarding this request.



	<b>INTERAGENCY AGREEMENT for Law Enforcement Assisted Diversion (LEAD)</b>	HCA Contract Number: K7591 Contractor Contract Number: 202406026
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**THIS AGREEMENT** is made by and between Washington State Health Care Authority (HCA) and Whatcom County, pursuant to the authority granted by Chapter 39.34 RCW.

<b>CONTRACTOR NAME</b> Whatcom County		<b>CONTRACTOR DOING BUSINESS AS (DBA)</b>		
<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 ADDRESS</b> <a href="mailto:vmartin@co.whatcom.wa.us">vmartin@co.whatcom.wa.us</a>		



<b>HCA PROGRAM</b>	<b>HCA DIVISION/SECTION</b> Division of Behavioral Health & Recovery (DBHR)
<b>HCA CONTRACT MANAGER NAME AND TITLE</b>  Grace Burkhardt, Diversion Services Program Manager	<b>HCA CONTRACT MANAGER ADDRESS</b> Health Care Authority 626 8th Avenue SE PO Box 2730 Olympia, WA 98504-2730
<b>HCA CONTRACT MANAGER TELEPHONE</b> (360) 725-0973	<b>HCA CONTRACT MANAGER E-MAIL ADDRESS</b> <a href="mailto:grace.burkhardt@hca.wa.gov">grace.burkhardt@hca.wa.gov</a>

<b>CONTRACT START DATE</b>	<b>CONTRACT END DATE</b>	<b>TOTAL MAXIMUM CONTRACT AMOUNT</b>
Date of Execution	June 30, 2025	\$420,000

**PURPOSE OF CONTRACT:**

Expand the operational capabilities of an existing LEAD Program that adheres to the Core Principles of Law Enforcement Assisted Diversion (LEAD) as noted in Substitute Senate Bill (SSB) 5380 and Revised Code of Washington (RCW) 71.24.589.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. 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) transmission of a signed copy of this contract shall be the same as delivery of an original.

<b>CONTRACTOR SIGNATURE</b> <small>DocuSigned by:</small>  1192C7C18B664E3...	<b>PRINTED NAME AND TITLE</b> Satpal Singh Sidhu County Executive	<b>DATE</b> 6/25/2024
<b>HCA SIGNATURE</b> <small>DocuSigned by:</small>  F2EF77E93FBC4D7...	<b>PRINTED NAME AND TITLE</b> Andria Howerton Deputy Contracts Administrator	<b>DATE</b> 6/14/2024

APPROVAL AS TO PROGRAM:  6/25/2024  
00E05E4A7809409...  
Malora Christensen, Response Systems Manager Date

DEPARTMENT HEAD APPROVAL:  6/25/2024  
955C651A30374BD  
Erika Lautenbach, Director – Health and Community Services Date

APPROVAL AS TO FORM:  6/25/2024  
EC466EF5C88B4FD  
Christopher Quinn, Chief Civil Deputy Prosecutor Date

**Washington State Health Care Authority**

626 8<sup>th</sup> Avenue SE  
Olympia, WA 98504  
360-725-0973

[Grace.Burkhart@hca.wa.gov](mailto:Grace.Burkhart@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. MContract and Agreement may be used interchangeably.

**“Contractor”** means **Whatcom County**, 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.

**“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.

**“Information and Communication Technology” or “ICT”** 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. **“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 included as Attachment 1.

**“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 Attachment 1.

## **3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Contract will commence on **date of last signature**, 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 **\$420,000**. 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 Attachment 1, Statement of Work.

## **5. BILLING PROCEDURE**

- 5.1. Contractor must submit accurate invoices to the following address for all amounts to be paid by HCA via e-mail to the HCA Contract Manager for this Contract. Include the HCA Contract number in the subject line of the email.
- 5.2. 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.
- 5.3. Contractor must submit properly itemized invoices to include the following information, as applicable:
  - A. The HCA Contract number;
  - 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.

- 5.4. 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.
- 5.5. 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.
- 5.6. 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**

- 6.1. **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.
- 6.2. **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.
- 6.3. **REMEDICATION.** 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.
- 6.4. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. DISALLOWED COSTS**

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

## **13. 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.

## **14. 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:

- A. Applicable Federal and State of Washington statutes and regulations;
- B. Attachment 1: Statement of Work; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

#### **15. 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.

#### **16. RECORDS MAINTENANCE**

- 16.1. 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.
- 16.2. 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.

## **18. TREATMENT OF ASSETS**

### **18.1. 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.

### **18.2. 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.

### **18.3. 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.

### **18.4. 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.

### **18.5. 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.

## **19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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 30 days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **26. 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.

## **27. 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.

## **28. 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.

### **Attachments**

Attachment 1: Statement of Work



## **ATTACHMENT 1: STATEMENT OF WORK**

### **1. Purpose**

Expand the operational capabilities of an existing 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.

### **2. Background**

The LEAD model was used as a template to establish a pilot site program through [Senate Bill 5380 \(2019\)](#). Pilot sites were established in four (4) counties: Mason, Snohomish, Thurston, and Whatcom. In 2023, additional funding was provided to convert the pilot site into an ongoing grant program, and to award contracts for jurisdictions in the state of Washington to apply for funding to scale existing projects or to launch new LEAD programs.

LEAD is a field-based program involving case management and coordination with law enforcement. Contacts with Individuals often happen in the field (ex: someone camping in a park). Rather than law enforcement arresting Individuals, the LEAD contractor is contacted, and arrives at scene to evaluate the Individual's capacity and eligibility for LEAD services.

### **3. Definitions**

- 3.1 Division of Behavioral Health and Recovery or DBHR - 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.
- 3.2 Law Enforcement Assisted Diversion, LEAD or Program - 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.
- 3.3 LEAD Support Bureau, National Support Bureau, or NSB – A project of the 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. An organization that provides technical support for implementation of LEAD programs with fidelity to the LEAD core principles.
- 3.4 PDA (Purpose.Dignity.Action) – The parent organization supporting the LEAD Support Bureau as one of multiple public advocacy programs in Washington State. Formerly known as the Public Defender Association prior to 2013. The organization that that will provide technical assistance for the LEAD site selection, implementation, and evaluation.
- 3.5 Recovery Navigator Program - [RCW 71.24.115](#) outlines the scope of activities for the Recovery Navigator Program as a pre-arrest diversion program operated by the regional behavioral health administrative service organizations in Washington State.

#### **4. HCA Responsibilities**

- 4.1 Provide an HCA Contract Manager that will monitor all expanded operations under the LEAD Program; and
- 4.2 Provide timely responses to all inquiries from the Contractor.

#### **5. Work Expectations**

##### **5.1 Program Facilitation**

- 5.1.1 Collaborate with HCA Contract Manager to create a LEAD Program Site Evaluation Plan to incorporate the additional operational capacity available through the expansion funding, with the intent of yielding results that include but are not limited to:
  - a. Reduction in arrests, time spent in custody, and/or recidivism for the LEAD Program participants;
  - b. Increased access to and utilization of non-emergency community behavioral health and/or substance use disorder services;
  - c. Reduction in the utilization of emergency services;
  - d. Increased resilience, stability, and well-being for LEAD Program participants; and
  - e. Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.

5.1.2 Continue providing intensive case management services.

5.1.3 Continue providing intensive case management services and ensure that any new staff hired through the expansion funding are trained on all applicable case management practices.

5.2 The Contractor's LEAD Program Manager will continue to provide logistical coordination, support, and record-keeping to the local LEAD Policy Coordinating Group (PCG) and Operational Workgroup (OWG), and will incorporate additional reporting related to the expanded operational capacity created through this expansion as required.

5.3 Maintain employees and/or contract clinical support positions, to include, but not limited to the following:

5.3.1 Outreach Coordinator;

5.3.2 Clinical Supervisor, and

5.3.3 Case Manager.

5.4 Provide referrals to local community agencies for intensive case management services, including but not limited to the following:

5.4.1 Substance Uses Disorder (SUD) services;

5.4.2 Mental health services, and

5.4.3 Behavioral health assessment and treatment.

## 6. Deliverables Table

6.1 Contractor will provide reports in accordance with Attachments, due dates and rates in the table below.

5.1.1 HCA Contract Manager will provide templates to Contractor within ten (10) business days after Contract execution.

5.1.2 HCA Contract Manager will provide updated templates, as needed.

5.1.3 Contractor will use the current template and format to fulfill reporting deliverables.

6.2 Contractor will transmit all reports via the Wa-Tech Managed File Transfer (MFT) portal.

6.3 Report Table.

#	Description	Rate	Due Date	Amount
SFY2024				
1	Budget and Staffing Plan (Attachment 2)	\$60,000 per plan x 1 plan	June 30, 2024	\$60,000
2	Narrative Report (Attachment 3)	\$50,000 per report x 1 report		\$50,000
Subtotal SFY2024 Expenses				\$110,000
SFY2025				
3	Monthly Implementation Reports – Staffing (Attachment 4)	\$12,000 per month x12 months	July 2024-May 2025: 15 <sup>th</sup> of each month, following the month of service.	\$144,000
4	Monthly Implementation Reports – Flex Funds (Attachment 5)	\$12,000 per month x12 months	June 2025: With final invoice.	\$144,000
5	Expansion Outcomes report	\$22,000 per report x 1 report	June 2025: With final invoice	\$22,000
Subtotal SFY2025 Expenses				\$310,000
Total Maximum Compensation for deliverables completed through June 30, 2025				\$420,000

## **ATTACHMENT 2: BUDGET AND STAFFING PLAN**

### **1. Purpose.**

- 1.1. A narrative plan for budget and staffing needs and activities Contractor plans to start on or after July 1, 2024.
- 1.2. Restatement and/or adjustment of informal proposed plans previously submitted, adjusted to reflect plans on what the Contractor plans to do with the funding
- 1.3. Timeline projection of milestones, to be monitored and matched through Attachment 4, Monthly Implementation Reports – Staffing, and Attachment 5, Monthly Implementation Reports – Flex Funds.

### **2. Format:** Word document for narrative descriptions, with use of Excel as needed to support budget spreadsheet needs.

### **3. Components**

- 3.1. Demonstrating intended goals for expanding program capability.
- 3.2. Further outlining the need for the (2) Behavioral Health Specialist positions requested in the budget proposal and the projected impact on alleviating caseload capacity issues.



### **ATTACHMENT 3: NARRATIVE REPORT**

1. **Purpose:**

- 1.1. Prior to June 30, 2024 - Narrative report that provides a description of the program and maps out identified needs and how they will be addressed starting July 1, 2024.
- 1.2. Restatement and/or adjustment of informal proposals and mission statements previously submitted, explaining why additional funds are needed and what is anticipated to be gained by this expansion.
- 1.3. Could include history, challenges encountered/anticipated, expansion goals, etc.

2. **Format:** Word document

3. **Components:**

- 3.1. Detail the hiring timeline for adding program staff.
- 3.2. Describe the impact of new staff on reporting and workflow management systems.

#### **ATTACHMENT 4: MONTHLY IMPLEMENTATION REPORTS – STAFFING**

1. **Purpose:** Track and document over time the progress made in staffing and expansion implementation.
2. **Format:** Word document. HCA Contract Manager will work with Contractor to create a template to provide clarification and examples.
3. **Components**
  - 3.1. Narrative of participant success stories related to expansion staffing.
  - 3.2. Narrative description of any success stories or outreach engagement activities performed by staff funded through grant expansion.
  - 3.3. Anticipated performance report impacts to the site evaluation plan.

## **ATTACHMENT 5: MONTHLY IMPLEMENTATION REPORTS – FLEX FUNDS**

1. **Purpose:** Report and document activities, highlighting expansion activities demonstrating novel successes or unique situations for use of funds to solve problems.
2. **Format: Word Document.** HCA Contract Manager will work with Contractor to create a template to provide clarification and examples.
3. **Components**
  - 3.1. Narrative participant success stories related to use of expansion related flex funds.
  - 3.2. Narrative description of successful outcomes from use of program flex funds.
  - 3.3. Demonstration of any utilization requests that might be considered unique or noteworthy, to support education and training for other diversion programs.

## **ATTACHMENT 6: EXPANSION OUTCOMES REPORTS**

4. **Purpose:** Provide a summary of the outcomes that resulted from expansion funding provided in this contract, highlighting those activities that highlight success stories or unique situations over the entire time period covering July 1 2024 through June 30 2025.
5. **Format: Word Document.** HCA Contract Manager will work with Contractor to create a template to provide clarification and examples.
6. **Components**
  - 6.1. Narrative of participant success stories related to use of expansion related funds.
  - 6.2. Narrative description of successful outcomes from access to expanded staffing that came out of expansion plans.
  - 6.3. Demonstration of any utilization requests that might be considered unique or noteworthy, to provide support, education, and training for other diversion programs.