

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		Response Systems Division / GRACE	
Contract or Grant Administrator:		Malora Christensen	
Contractor's / Agency Name:		City of Bellingham	
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"/>	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="checkbox"/> No <input type="checkbox"/>	If yes, grantor agency contract number(s):		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 checked="" type="checkbox"/>	If yes, RFP and Bid number(s):		Contract Cost Center: 124120
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): \$ 784,000 (\$392,000 annually)		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.	
This Amendment Amount: \$			
Total Amended Amount: \$			
Summary of Scope: This Agreement provides funding for Ground-level Response And Coordinated Engagement Program activities.			
Term of Contract:	2 Years	Expiration Date:	12/31/2024
Contract Routing:	1. Prepared by:	JT	Date: 11/10/2022
	2. Health Budget Approval:	KR/JG	Date: 10/20/2022
	3. Attorney signoff:	RB	Date: 10/18/2022
	4. AS Finance reviewed:	Bbennett	Date: 11/15/2022
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2022-685	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

**INTERLOCAL AGREEMENT FOR
THE GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT (GRACE) PROGRAM
BETWEEN
WHATCOM COUNTY – CITY OF BELLINGHAM**

WHATCOM COUNTY, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the “Recipient”), located at 509 Girard Street, Bellingham, WA 98225 and the **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices at 210 Lottie Street, Bellingham, WA 98225, in consideration of the mutual covenants herein, do agree as follows:

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided by the City to the Recipient to support the GRACE Program as further detailed in Exhibit A “Statement of Work”, attached hereto and incorporated herein by this reference.
2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2023 through December 31, 2024.
3. **LIAISON.** The City’s contact for this Agreement is Samya Lutz, Housing and Services Program Manager (sklutz@cob.org). The Recipient’s contact is Malora Christensen, Response Systems Manager (MChriste@co.whatcom.wa.us).
4. **STATEMENT OF WORK.** See attached Exhibit A, incorporated herein by this reference.
5. **FUNDS PROVIDED AND METHOD OF PAYMENT.**
 - A. The financial assistance provided to the Recipient shall not exceed **\$392,000** annually.
 - B. The estimated annual overall cost of the GRACE Program is \$1,200,000. The expenses related to the GRACE program will be borne as much as possible by sources other than the City and Recipient, such as PeaceHealth, Medicaid and other health care cost reimbursement agencies. These other funding sources are not expected to cover the full cost of the GRACE Program. The City and the Recipient understand that these funds will be used only to the extent that other funding is not available and any external funding will proportionately reduce both the City and Recipient’s expected contributions to the program. Any program costs not covered by other sources will be divided between the Recipient at 60% of the remaining costs and the City at 40% of the remaining costs, up to the maximum amount indicated above. The Recipient will fund any remaining costs after the maximum City contribution has been invoiced.
 - C. The Recipient shall submit quarterly statements outlining cost outlays, including City and Recipient shares and reimbursement through other sources. Neither the City nor the Recipient will cover any costs paid through other sources, including grants or reimbursements.
 - D. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month, following the period being invoiced, except for January where the same will be due by the 10th of the month. Invoices shall be sent to 210

Lottie Street – Bellingham, WA 98225 or babarr@cob.org. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.

6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section of Exhibit A shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.
7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suites, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.
10. **NONDISCRIMINATION IN CLIENT SERVICES.** The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

11. **TERMINATION; REDUCTION IN FUNDING.**

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).

- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.
- C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

12. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

13. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.

14. STATUS OF RECIPIENT. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED, this _____ day of _____, 2022, for **WHATCOM COUNTY:**

 Satpal Singh Sidhu, County Executive Date

**WHATCOM COUNTY:
 Recommended for Approval:**

 Malora Christensen, Response Systems Manager Date

 Erika Lautenbach, Director Date

Approved as to form:

 Royce Buckingham, Senior Civil Deputy Prosecutor Date

CITY OF BELLINGHAM:

EXECUTED, this _____ day of _____, 2022, for the **CITY OF BELLINGHAM:**

Seth Fleetwood, Mayor

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

Departmental Approval

EXHIBIT A STATEMENT OF WORK

I. **Background**

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual's persistent challenges. These individuals become "familiar faces" to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

The Health Department's GRACE (Ground-level Response And Coordinated Engagement) Program is designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: Whatcom County Health Department, the City of Bellingham, PeaceHealth Medical Center, law enforcement agencies, Emergency Medical Services (EMS), the Whatcom County Jail, small cities, tribal nations, and housing, treatment and human service providers.

II. **Definitions**

Hub: The entity that identifies program participants, and facilitates and/or provides GRACE member engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE Program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub on policies of the GRACE program.

Program Team: An identified group of community service providers comprised largely of "spoke" organizations at the program level acting in an advisory capacity to the County on GRACE practices and procedures.

Spokes: Spokes are the organizations that provide services to GRACE members and coordinate care, to include behavioral health treatment, medical care, housing and other human service needs.

III. **Program Services**

The County will serve as the Hub for the community in the "hub and spoke" model of service delivery. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE members, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Additional responsibilities of the GRACE Program acting as the Hub include:

- a. Development of and updating policies and procedures that will inform and guide the GRACE Program activities and expectations.
- b. Convening and facilitating meetings of the Leadership and Programs Teams as necessary, as well as participating in Executive Committee meetings, as necessary.
- c. Educating and communicating with multiple stakeholders and the general community about the GRACE Program.
- d. Complying with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
- e. Working to fully develop Julota, a client data platform, reporting and communicating mechanism, considering the needs for dynamic information exchange with multiple community partners.
- f. Identifying and implementing billing for client services to Medicaid and other payers as eligible and appropriate.
- g. Updating Memorandums of Understanding (MOUs) with EMS, Law Enforcement agencies, and Spoke agencies as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE members, to be reviewed periodically.

IV. Program Staffing

The GRACE program will maintain staffing sufficient to operate as a Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client/member programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The GRACE program shall ensure that staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being.

- a. Program Supervision shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients/GRACE members.
- b. Administrative assistant capacity shall be provided to assist Program Supervisor in the everyday operations of the GRACE Program.
- c. Care Coordination services shall be provided by five (5) full time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these Care Coordination staff hold a Master's degree or higher in behavioral health, or other relevant field. A Bachelor's degree in Social Work, Human Services, or a related field will be considered.
- d. Medication evaluations, prescribing, monitoring, primary care bridging, and consultation services shall be provided by an ARNP qualified in the State of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions.
- e. Intensive Case Managers (ICM) will carry full caseloads of approximately 20 GRACE members each. Two ICMs will be stationed at Bellingham Fire, two will be stationed at Bellingham Police and a fifth staff member will work with Ferndale Fire. At any given time, approximately 100 GRACE members will receive intensive case management.

V. Service Eligibility

The target population of the GRACE program consists of individuals ("familiar faces") who have frequent contact with law enforcement and emergency response systems, high use of acute health care services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces

make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE members may include all ages and are not excluded because of age alone.

The GRACE program will accept referrals from program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County Jail, and secondarily from treatment or service provider agencies. The GRACE program will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

VI. Reporting Requirements

The GRACE program Supervisor will work in collaboration with the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

- a. Reduction in jail admissions/reduction in jail bed day utilization
- b. Reduction in law enforcement responses
- c. Reduction in EMS responses
- d. Reduction in Emergency Department visits
- e. Improved health conditions of GRACE members

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE members.

The GRACE program will collect baseline data on members newly admitted to the GRACE program include historical utilization of First Responder systems and the Emergency Department. On a quarterly basis, data will be collected by individual GRACE member on current utilization of these services.

As the program evolves, the Program Supervisor, in collaboration with the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be depending on data sharing agreements with GRACE community partners and the subsequent transfer of data into the Julota system.

Quarterly reporting to include basic program information about the GRACE members, as well as pre and post:

- a. Arrests
- b. Jail admissions
- c. Jail bed day stays
- d. First Responder calls for assistance (law enforcement and EMS)
- e. Emergency Department visits.

Annual report will include a summary of the quarterly reports as well as expected outcomes.