

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. _____		
Originating Department:		85 Health		
Division/Program: (i.e. Dept. Division and Program)		8550 Human Services / 855020 Mental Health		
Contract or Grant Administrator:		Anne Deacon		
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 checked="" 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): \$ 280,000		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 establishes Whatcom County as the administrator of the Whatcom GRACE Program and defines each parties financial commitments to the program.				
Term of Contract:	2 Years	Expiration Date:	12/31/2022	
Contract Routing:	1. Prepared by:	JT	Date:	02/08/2021
	2. Health Budget Approval:	KR	Date:	03/10/2021
	3. Attorney signoff:	RB	Date:	03/09/2021
	4. AS Finance reviewed:	M Caldwell	Date:	3/11/21
	5. IT reviewed (if IT related):		Date:	
	6. Contractor approved:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

**INTERLOCAL AGREEMENT
BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM
REGARDING GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT
(GRACE) PROGRAM RELATED BEHAVIORAL HEALTH CRISIS RESPONSE PROGRAMS**

This Interlocal Agreement (the "Agreement") is made and entered into this day by and between Whatcom County (the "County") and the City of Bellingham (the "City"), collectively referred to as the "Parties".

WHEREAS, the Parties have historically provided a variety of services to assist individuals with poor health, behavioral health disorders and/or unstable housing or homelessness; and

WHEREAS, the Parties have identified that intensive care, emergency care, behavioral health, criminal justice, and other services have been disproportionately and inefficiently utilized by a recognizable group of high-risk and high-need individuals; and,

WHEREAS, the Parties and other service providers have determined that coordination and development of targeted resources to serve high-need individuals will result in better care of these individuals and more efficient use of limited resources; and

WHEREAS, this approach will result in reduced calls to first responders, emergency room visits for medical treatment, arrests, and jail admissions, which are an expensive and inefficient means of improving the health, well-being and stability of these individuals; and

WHEREAS, one coordinated and targeted approach is being called the Ground-Level Response and Coordinated Engagement (GRACE) Program; and

WHEREAS, it is anticipated that GRACE will improve public safety, reduce use and costs of emergency and criminal justice systems and improve the health and well-being of individuals with complex needs; and

WHEREAS, in addition to the Parties, other service providers, including PeaceHealth Medical Center, area municipalities and tribal nations, are also participating community partners in the GRACE; and

WHEREAS, coordinated administration is required to develop policies and procedures, direct services, and monitor the successes of GRACE; and

WHEREAS, multiple funding sources, including those of the City and County will be required to procure services to operate GRACE;

WHEREAS, it is anticipated that GRACE will serve as a catalyst for community-wide planning and improvements in diversion response programs;

WHEREAS, the Parties are committed to a long term partnership to ensure the ongoing success of GRACE and future planning efforts for improvement and expansion;

NOW, THEREFORE, it is agreed by and between the Parties as follows:

1. ADMINISTRATION. The Parties designate the County as the administrator pursuant to this Agreement. Administrative duties include: (1) overseeing periodic Request for Proposals process and the selection of contractor(s), and (2) monitoring the contract(s). Under the terms of that contract, the contractor is responsible for employing and providing leadership to Program Staff and operating GRACE to meet the overall goals as set forth by

exhibits to this Agreement. The County shall monitor the contractor(s) performance and share results with the City, upon request. Contracts are available to the City upon request.

2. SERVICES. The services to be provided under this Agreement:

- A. As outlined in **Exhibit A – GRACE Program Description**, which is attached hereto and incorporated herein, which may be amended from time to time by Whatcom County.
- B. Facilitating the planning, design and implementation stage for an expanded behavioral health crisis response where quantitative and qualitative data will be collected and analyzed, various models around the country researched, and existing programs and services will be analyzed. The selection of a new service model is dependent upon elected official approval.

3. FINANCIAL COMMITMENTS.

- A. Each Party will include a line item in their respective 2021-2022 budgets to support the GRACE Program, as shown in **Exhibit B – Financial Commitments**, which is attached hereto and incorporated herein. The City will include a line item in their budget to support the expanded behavioral health crisis response planning and design effort. The terms of Exhibit B are contingent upon annual budget approval by the County and City and may be altered by agreement.
- B. The Parties agree to commit to a two-year coordinated approach to intensive services funding.
- C. The securing of additional State, Medicaid, or grant funding to support GRACE shall result in a commensurate proportionate reduction in the Parties' contributions.
- D. The Parties recognize that the GRACE is made up primarily of personnel and anticipate cost of living adjustments and wage increases over time.

4. APPOINTMENT OF EXECUTIVE COMMITTEE. Each Party will appoint one or more representatives to serve as a member of an executive committee (the "Committee"), which will serve in an advisory capacity to the County by providing guidance on goals and objectives and defining the expected outcomes of GRACE.

5. STAFF. The Mayor and County Executive will designate staff to serve on the Executive Committee.

6. INVOICES. The County shall submit a quarterly invoice to the City, which will include a breakdown of personnel costs and direct costs. A report summarizing services performed (as determined by the Executive Committee) shall be attached to said invoice. The annual report shall be submitted summarizing services and outcomes, due in the month following the end of the year.

7. EFFECTIVE DATE AND TERM. The Agreement shall be effective beginning January 1, 2021 and shall continue in full force and effect until December 31, 2022, unless extended by mutual written agreement of both Parties or terminated in accordance with Section 8 of this Agreement.

8. TERMINATION OF AGREEMENT/REDUCTION IN FUNDING.

- A. Should either Party believe 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 a timeline to cure such default. If the default is not 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 of termination, the County shall be paid an amount, at the discretion of the Project Manager, which takes into account actual costs incurred in performing the services to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the County receive an amount based on unperformed services or other work.

On the giving of notice of termination by either Party, the County shall immediately begin winding down its services in anticipation of the termination.

- C. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement, due to budgetary constraints of either Party and prior to its normal completion, the Parties 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 County deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City or County, the County may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

9. NEW PARTIES. The Parties may allow additional public agencies (as the term is defined in RCW 39.34.020) to become parties to this Agreement subject to such terms and conditions as they unanimously agree.

10. SURVIVABILITY. All covenants, promises and performance which are not fully performed as of the date of termination shall survive termination as binding obligations.

11. PROJECT MANAGERS: Samya Lutz shall be the Project Manager for the City and Anne Deacon, or her designee, shall be the Project Manager for the County.

12. NOTICES: All notices, demands, requests, consents, and approvals which may or are required to be given by any Party, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The County: Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
ADeacon@co.whatcom.wa.us

The City: Samya Lutz, Housing and Services Program Manager
City of Bellingham PCDD
210 Lottie Street
Bellingham, WA 98225
Slklutz@cob.org

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon factual receipt or refusal of the intended recipient to accept delivery. Facsimile transmission of any signed, original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

13. **AMENDMENT.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

14. **WAIVER.** No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term, or condition.

15. **NEUTRAL AUTHORSHIP.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

16. **PUBLIC RECORDS ACT.** All records received by any Party, pursuant to this Agreement shall be a public record and therefore subject to the Public Records Act.

17. **ENTIRE AGREEMENT.** The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____, 2021.

CITY OF BELLINGHAM

Seth Fleetwood
Mayor

Attest:

Finance Director Date

Approved as to form:

Office of the City Attorney Date

EXECUTED THIS _____ day of _____, 2021.

WHATCOM COUNTY

Satpal Sidhu
County Executive

APPROVED AS TO FORM:

Royce Buckingham, Prosecuting Attorney Date

APPROVED AS TO PROGRAM:

Anne Deacon, Human Services Manager Date

APPROVED AS TO DEPARTMENT:

Erika Lautenbach, Director Date

Exhibit “A” (GRACE Program Description)

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.

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program 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: the 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/contractor, 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/Contractor 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 and the Contractor/Hub 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 GRACE program 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, in collaboration with the county, that will inform and guide the GRACE program activities and expectations.
- b. Convening and facilitating meetings of the Leadership and Program Teams as necessary, and in collaboration with the County 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 with County to fully develop Julota, a client data platform, reporting, and communication 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 Management 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 Manager in the everyday operations of the GRACE Program.
- c. Care Coordination services shall be provided by no less than 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 a behavioral health, or other relevant field. A Bachelor's degree in Social work, Human Services, or 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.

No less than four (4) members will carry full caseloads of approximately 20 GRACE members each. A fifth staff member will work closely with the Bellingham Police Department focused on co-responding to people who are experiencing a behavioral health crisis when deemed appropriate and safe by law enforcement dispatch. This staff position may also carry an ongoing caseload as capacity is available. A minimum of 80 GRACE members at any given time 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 care health 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 for 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.

A secondary population of the GRACE program will consist of individuals experiencing a behavioral health crisis wherein a 911 call for dispatch originated. The safety of the staff responding will be prioritized to promote an effective and secure intervention.

VI. Reporting Requirements

The GRACE Program Manager shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization
2. Reduction in law enforcement responses
3. Reduction in EMS responses
4. Reduction in Emergency Department visits
5. 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 to 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 Manager, in collaboration with the County and the Leadership Team, will review quarterly utilization data collected and then begin to solidify specific metrics. Outcome reporting will be dependent on data sharing agreements with the entities listed in #1-4 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:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits.

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

Exhibit "B"
(FINANCIAL COMMITMENTS)

I. Budget

The expenses related to GRACE will be borne as much as possible by sources other than the City and County, 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, and so the County and City have both committed funds as follows, with the understanding that these funds will be used only to the extent that other funding is not available:

- 1) Whatcom County: up to \$316,546 per calendar year, contingent upon annual budget approval.
- 2) City of Bellingham: up to \$240,000 per calendar year, contingent upon annual budget approval.
- 3) The expenses related to behavioral health crisis response planning will be covered by City of Bellingham: up to \$40,000 per calendar year, contingent upon annual budget approval.

The annual budget for this work is anticipated as follows:

Sources	Program Delivery (Personnel, Direct & Indirect Costs)
County (up to)	\$316,546
City of Bellingham (up to) GRACE	\$240,000
Other GRACE	\$50,000
City of Bellingham (up to) Expanded BH Crisis Response Planning & Program Design	\$40,000
TOTAL	\$646,546

Whatcom County will send a quarterly invoice and statement to the City outlining cost outlays, including the City and County shares, and reimbursements through other sources. Neither the City nor County will cover any costs paid through other sources, including grants or reimbursements.