

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:  
201808030 - 4

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:		SeaMar Community Health Centers	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		201808030
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):		CFDA#:
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		202006007 / 201902019
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):		Contract Cost Center:
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	18-11		671200 / 124100
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:			
<input checked="" 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 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> <ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>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.</li> </ol>	
\$ 1,619,708			
This Amendment Amount:			
\$ 92,875			
Total Amended Amount:			
\$ 1,712,583			
Summary of Scope: This contract provides funds for the agency that will facilitate the Whatcom GRACE Program. GRACE 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.			
Term of Contract:	1 Year	Expiration Date:	12/31/2021
Contract Routing:	1. Prepared by:	JT	Date: 02/08/2021
	2. Health Budget Approval	KR/JG	Date: 03/10/2021
	3. Attorney signoff:	RB	Date: 03/08/2021
	4. AS Finance reviewed:	M Caldwell	Date: 3/10/21
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Submitted to Exec.:		Date:
	8. Council approved (if necessary):	AB2021-170	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

## WHATCOM COUNTY CONTRACT AMENDMENT

### PARTIES:

**Whatcom County**  
**Whatcom County Health Department**  
**509 Girard Street**  
**Bellingham, WA 98225**

**AND CONTRACTOR:**  
**SeaMar Community Health Center**  
**1040 S Henderson Street**  
**Seattle, WA 98108**

### CONTRACT PERIODS:

**Original: 09/01/2018 – 12/31/2019**

**Amendment #1: 01/01/2019 – 12/31/2019**

**Amendment #2: 01/01/2020 – 12/31/2020**

**Amendment #3: 01/01/2021 – 12/31/2021**

**Amendment #4: 01/01/2021 – 12/31/2021**

**THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO**

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### DESCRIPTION OF AMENDMENT:

1. Amend Exhibit A – Scope of Work, to update quarterly reporting requirements and staffing to include an additional Case Manager who will work closely with the Bellingham Police Department to respond to people who are experiencing a behavioral health crisis; revised Exhibit A is attached.
2. Amend Exhibit B – Compensation, to increase funding by \$92,875 for an additional Case Manager and associated costs; revised Exhibit B is attached.
3. Funding for this contract period (01/01/2021 – 12/31/2021) is not to exceed \$599,421.
4. Funding for the total contract period (09/01/2018 – 12/31/2021) is not to exceed \$1,712,583.
5. All other terms and conditions remain unchanged.
6. The effective start date of the amendment is 01/01/2021.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Signature is required below.

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APPROVAL AS TO PROGRAM: \_\_\_\_\_  
Anne Deacon, Human Services Manager Date

DEPARTMENT HEAD APPROVAL: \_\_\_\_\_  
Erika Lautenbach, Health Department Director Date

APPROVAL AS TO FORM: \_\_\_\_\_  
Royce Buckingham, Prosecuting Attorney Date

**FOR THE CONTRACTOR:**

Contractor Signature	Print Name and Title	Date
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STATE OF WASHINGTON )  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

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**FOR WHATCOM COUNTY:**

Satpal Singh Sidhu, County Executive	Date
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STATE OF WASHINGTON )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Satpal Singh Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Bellingham.

My Commission expires: \_\_\_\_\_

**Exhibit “A” – Amendment #4  
(SCOPE 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.

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.

The purpose of this contract is to fund an agency to act as the Hub in a “hub and spoke” model, with the above-mentioned community partners serving as the “spokes”. The Hub agency will facilitate the development of Community Support Plans and provide care coordination and case management services to an identified population of “familiar faces” in collaboration with “spoke” partners.

**II. Definitions**

Hub: The agency/contractor 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, housing and other social services, and medical care.

**III. Statement of Work**

**A. Program Services**

The Contractor will serve as the Hub for the GRACE program. 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 and case management, facilitate the development of Community Support Plans, and report on identified performance and outcome measures.

Specific responsibilities of the Hub include:

1. Maintain staff capacity to operate the GRACE Hub, in collaboration with the County and other funders to the extent possible and allowed by Contractor personnel policies.
2. Update and/or develop policies and procedures, in collaboration with the County, that will inform and guide the GRACE Program activities and expectations.
  - A. Policies and procedures will include guidance on member eligibility, referrals, types of services provided, Community Support Plans, spoke expectations and commitment of participation, data collection and tracking, and use of member flex funds/motivational incentives.
  - B. Educate and update the spoke agencies on GRACE policies and procedures and their expected role as GRACE partners.
3. Assume a primary leadership role for the GRACE program in collaboration with the County.
4. Make final determination on the status of an individual as a GRACE Program member, in consultation with the County, and then review eligibility guidelines on an annual basis.
5. Participate in meetings with the Executive Committee as necessary.
6. Convene and facilitate meetings of the Leadership and Program Teams as necessary, and in collaboration with the County.
7. Work closely with County and other funders to refine and analyze metrics for GRACE Program outcome measures and employ a continuous quality improvement process.
8. Educate community about the GRACE Program in collaboration with the County.
9. Ensure consistent, accurate and effective communication with multiple, diverse stakeholders, as appropriate.
10. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of Community Support Plans for individual members of the GRACE Program, as necessary.
11. Ensure quality Community Support Plans are created to meet the complex needs of GRACE members to the greatest extent possible.
12. Engage with prospective GRACE members and encourage participation in the GRACE program.
13. Facilitate and provide care coordination services to GRACE members as needed.
14. Screen and assess or arrange for assessments of GRACE members as appropriate in an effort to develop and implement Community Support Plans that are responsive to identified needs.
15. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate.
16. Maintain engagement and care coordination efforts with GRACE program members and prospective members despite their reticence for help, to the extent appropriate.
17. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the GRACE members.
18. Arrange transportation or provide transportation for GRACE members for necessary appointments, as appropriate.
19. Provide services out of office and on-site whenever possible to best achieve the goals of the members' Community Support Plans.
20. Provide medication evaluations and ongoing medication monitoring when indicated and appropriate, and in off-site locations when necessary.
21. Provide basic medical care as appropriate and as a bridge to connection of a member to a designated primary care provider.

22. Work closely with law enforcement and EMS agencies to coordinate outreach activities to GRACE members, to include teaming with these agencies during member contacts, when appropriate.
23. Ensure appropriate staff training and supervision related to the complex challenges of GRACE members, to include criminogenic risk factors.
24. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the GRACE program.
25. Work with County to maintain a member database and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners.
26. Comply with 42 CFR Part 2, HIPAA rules, as well as State confidentiality rules.
27. Work with County to identify and implement billing for member services to Medicaid and other payers, as eligible and appropriate.
28. Work with the County and the North Sound Accountable Community of Health (NS ACH), as GRACE is identified as one of the Medicaid Transformation projects, to provide all required information and to promote the GRACE Program.
29. Work closely with the County to ensure program costs are sufficiently funded and request timely reviews of program operation expenses.

#### **B. 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 Contractor 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 Contractor 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

### **IV. Program Requirements**

#### **A. Staffing**

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

Hub operations and care coordination/case management will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that GRACE program 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. Requirements for GRACE Hub program staff follow:

1. Retain program staff to provide Program Management, Administrative support, Care Coordination/Case Management capacity. Staff capacity to deliver medication evaluations, prescribing, monitoring, and consultation shall also be included in the staffing model.
  - a. Program Management shall be provided by a staff member with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex

members. The GRACE Program Manager will also manage the LEAD Program under the GRACE umbrella. These services shall be provided by no less than 1 FTE with GRACE covering, .5 FTE and LEAD covering .5 FTE.

- b. 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 staff hold a Master's degree or higher in a behavioral health, or other relevant field. Waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
- c. 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.
- 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 more than a 0.8 FTE will be dedicated to the ARNP duties.
- e. Administrative assistant capacity to assist Program Manager in the everyday operations of the GRACE Program and shall be provided at a .4 FTE.

The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the GRACE program functions.
2. Provide office space, furniture and equipment sufficient to support the GRACE Hub, co-locating with law enforcement, EMS, etc., as appropriate.
3. Provide administrative and clinical supervision of program direct service staff.
4. Work with County to modify program as necessary in response to potential changes relative to the NS ACH transformation projects, Medicaid billing opportunities, information exchange, or data collection and reporting.
5. Work with County to review GRACE budget as needed to ensure adequate funding support for costs when/if program modifications are made.
6. Update Memorandums of Understanding (MOUs) with EMS as necessary to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE clients, to be reviewed annually.
7. Update MOUs with Law Enforcement agencies as necessary to clarify roles and partnerships between GRACE Care Coordination staff and law enforcement officers, to be reviewed annually.
8. Develop and update, as necessary, MOUs with Spoke agencies to clarify roles and responsibilities, to be reviewed annually.

## **V. Reporting Requirements**

The Contractor 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, and 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" – Amendment #4  
(COMPENSATION)**

- I. **Budget and Source of Funding:** The source of funding for this contract, in an amount not to exceed \$599,421, is the Whatcom County Behavioral Health Program Fund, the City of Bellingham, PeaceHealth, and the North Sound Behavioral Health Administrative Services Organization Trueblood Fund. The budget for this work is as follows:

<b>Personnel Costs</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>2021 Budget</b>
Direct Service Personnel & Benefits	General Ledger (GL) Detail	\$438,061
Program Manager & Benefits (.5 FTE)		\$50,614
Admin Assistant & Benefits (.4 FTE)		\$19,919
<b>Total Personnel Costs:</b>		<b>\$508,594</b>
<b>Other Direct Costs (list):</b>		
<b>Item</b>	<b>Documentation Required</b>	<b>2021 Budget</b>
Client Service Support	Client Service Support Spreadsheet and documentation to support dispersals	\$9,000
Mileage	Copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, per mile reimbursement rate, and a brief description of the purpose of travel. Mileage will be reimbursed at the current Federal rate.	\$5,050
Travel/Training	Receipts for fees related to registration, training, licenses, and dues. Ground transportation, parking, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> ) specific to location.	\$5,150
Occupancy	GL Detail	\$1,025
Telephone/Technology/Utilities		\$6,500
Program Supplies		\$3,450
Insurance		\$750
Taxes, Dues, Licenses	Receipts	\$500
<b>Personnel + Other Direct Costs</b>		<b>\$540,019</b>
<b>Indirect Costs - not to exceed 11% of expenses</b>		<b>\$59,402</b>
<b>TOTAL BUDGET:</b>		<b>\$599,421</b>

**II. Budget, Rates, and/or Allowable Costs:**

Indirect costs shall not exceed the federally approved indirect cost rate.

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County.

During calendar year 2021, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid billings. Any costs reimbursed for these services to the Contractor will not be eligible for reimbursement through this Contract.

### **III. Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.
2. The Contractor shall submit invoices including required documentation to (*include contract #*):  
  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us).
3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.
4. Invoices must include the following statement, with an authorized signature and date:  
  
**I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
5. Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.