

**AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES,
BETWEEN SNOHOMISH COUNTY EVERGREEN RECOVERY CENTERS**

THIS AMENDMENT NO. 3 to that certain Agreement for LEAD Services, Contact No. RFP-025-20BC, dated November 19, 2020, (the "Agreement") is entered into as of this 25th day of October, 2021, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Evergreen Recovery Centers, a Washington nonprofit corporation Washington (the "Contractor").

In consideration of the covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor agree that the Agreement shall be amended as follows:

Section 1. Section 2 of the Agreement, is hereby deleted and amended as follows:

This Agreement shall be effective upon mutual execution (the "Effective Date") and shall terminate on September 30, 2022; PROVIDED HOWEVER, that the term of this agreement may be extended or renewed for up to four (4) additional one (1) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED HOWEVER, that the County's obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Section 2. Schedule A is replaced in its entirety with a new Schedule A-1, attached hereto as Exhibit A-1 and by this reference incorporated herein.

Section 3. Schedule B is replaced in its entirety with a new Schedule B-1, attached hereto as Exhibit B-1 and by this reference incorporated herein.

This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Amendment.

All other terms and conditions of the contract shall remain unchanged.

Except as expressly amended in the Amendment No.3, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the day and year first written above.

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“Contractor”

EVERGREEN RECOVERY CENTERS

By: *Linda Grant*
Authorized Signature
Printed Name: LINDA GRANT
Title: CEO
Date: 10/14/21

“County”

SNOHOMISH COUNTY

By: *KK* Ken Klein
2021.10.25 14:43:32 -07'00'
Ken Klein
Snohomish County Executive Director
Date: _____

<p>COUNCIL USE ONLY</p> <p>Approved <u>October 25, 2021</u></p> <p>ECAF # <u>2021-0916</u></p> <p>MOT/ORD <u>Motion 21-398</u></p>

Schedule A-1

Scope of Services

Snohomish County Law Enforcement Assisted Diversion (LEAD) Program

Contractor shall provide case management, supervision, and other responsibilities as defined below.

The LEAD case management supervisor shall be a credentialed professional with experience serving persons with substance use and mental health disorders, identified by Evergreen Recovery Centers in collaboration with the LEAD Project Manager. The LEAD Clinical supervisor will report to and receive guidance from the Director of Community Programs at Evergreen Recovery Centers.

A. Program Services

Evergreen Recovery will assume a primary leadership role for the Case Management (CM) services of the LEAD Program in collaboration with the LEAD Snohomish County Project Manager. The following positions shall be hired by Evergreen:

Staff	#	Caseload
Clinical Supervisor	1	0 (or more as needed)
Intake & Screening Specialist	1	Up to 15
Outreach Coordinator	1	Up to 15
Case Managers (CM)	4	25 each

Contractor shall:

1. Operate the Law Enforcement Assisted Diversion (LEAD) Program in compliance with LEAD guidelines as established by LEAD -Support Bureau (SB) and in coordination with the agencies defined in the RFP.
2. Hire and maintain staff capacity to operate the LEAD activities, providing supervisory and general administrative support to the LEAD CM team; ensure appropriate staff training and supervision related to the complex challenges of LEAD participants.
3. Work with at least 130 LEAD participants with the flexibility of expanding the program if needs and resources are available. If client numbers appear unlikely to reach 130, Contractor will assist Project Manager in additional referral recruiting efforts.
4. Assist in the development and regular updates to policies and procedures, in collaboration with the LEAD Project Manager and Operational Work Group, that will inform and guide the LEAD program activities and expectations.

Structure for policies and procedures are provided by LEAD SB but are written by the Project Manager specifically for Snohomish County LEAD. They will include guidance on participant eligibility, referrals, types of services provided, Individual Success Plans, expectations of partner agencies and data to be collected.

5. Work directly with city and county Prosecuting Attorney's offices to determine the status of an individual as a LEAD participant.

6. Participate in twice monthly Operational Work Group meetings consisting of Project Manager, Recovery Navigators, case managers, LEAD-assigned officers and sergeants, city/police social workers, LEAD-assigned jail staff, LEAD assigned city prosecutors and public defenders. Meetings will occur in person at a central location whenever possible or through Zoom and will be scheduled by the LEAD Project Manager.
7. Work closely with LEAD Project Manager to submit and analyze metrics for LEAD program outcome measures and employ a continuous quality improvement process.
8. Facilitate and provide engagement, care coordination and case management services to LEAD participants including:
 - a. Work closely with law enforcement agencies to coordinate outreach activities to LEAD participants, responding during set on call hours to include teaming with these agencies during participant contacts to encourage participation in the LEAD program; maintain engagement and care coordination efforts despite their reticence for help, to the extent appropriate. Staggered shifts will provide staffing from 7AM to 9PM, seven (7) days per week for the LEAD program. These hours are dependent upon the number of clients and the needs of the program and may be changed as is agreeable to both parties. The LEAD phone hotline must be in working order and answered during these hours.
 - b. Respond to "social contact" referrals the following business day by using information contained in referrals to locate the participant and offer LEAD case management services.
 - c. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate.
 - d. Work with human services agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the LEAD participants.
 - e. Provide services out of office and on-site whenever possible to best achieve the goals of the participants' Individual Success Plans.
 - f. Provide transportation via automobile for LEAD participants for necessary appointments, as appropriate.
9. Develop and provide oversight of Individual Success Plans for participants in the LEAD Program including:
 - a. Screen and assess or arrange for intake assessments of LEAD participants as appropriate in an effort to develop and implement Individual Success Plans that are responsive to identified needs.
 - b. Ensure quality Individual Success Plans are created to meet the complex needs of LEAD participants to the greatest extent possible.
10. Work with LEAD Project Manager to maintain up to date and accurate data and client notes in Julota and regularly consider and respond to the needs for dynamic information exchange with multiple community partners
11. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.
12. Work closely with the LEAD Project Manager to ensure program costs are sufficiently funded and request timely reviews of program operational expenses. Flex funds will be provided to Contractor to financially support clients who are actively engaged in the LEAD program and

need short term funding for items such as housing, shelter, identification, food, clothing and other basic needs. These funds will be invoiced monthly and may not exceed the total amount set in Schedule B-1.

13. Ensure employees receive regular evaluations and are held to a professional standard of work.

B. Service Eligibility

The target population of the LEAD Program consists of two types of referrals: 1) Individuals who are engaged in law violations due to behavioral health challenges, continued drug use and/or extreme poverty. 2) Social Contact referrals from officers and prosecutors of individuals with whom they have regular contact due to underlying behavioral health issues that relate to their involvement in the legal system. Contractor shall accept referrals from law enforcement and prosecuting attorney offices. The program will eventually grow to include self-referrals and community referrals which will be served by Recovery Navigators to be added at a later date at the discretion of the LEAD Project Manager.

C. Program Requirements

1) Staffing

- i) Contractor shall provide staffing sufficient to operate the LEAD program. Adequate capacity for operations must include clinical supervision, accounting and performance management, case management, intake and outreach coordination, participant programming facilitation, and collaboration with the LEAD advisory groups.
- ii) Evergreen Recovery shall ensure that LEAD 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. While staff experience may vary, all staff must be willing to provide field-based services.

2) Retain program staff to provide Clinical Supervision and Case Management capacity.

- a) Supervision shall be provided by a staff member with a clinical degree or sufficient years of experience. This person will not carry a caseload unless absolutely necessary and instead will devote time to supporting case managers in their roles and will serve as a main point of contact for the Project Manager.
- b) Case Management services shall be provided by no less than four (4) full-time staff members qualified to work with highly complex individuals as per the plan submitted as a response to the RFP.
- c) No less than four (4) staff members must carry a full caseload of approximately 25 LEAD participants each and the Intake & Screening Specialist and Outreach Coordinator will carry a partial caseload if there is capacity to do so. If caseloads exceed 25 per full time case manager Evergreen Recovery will consult the LEAD Project Manager about potential funding for the addition of staff or a pause in the acceptance of new referrals.

**Schedule B-1
Compensation**

Snohomish County Law Enforcement Assisted Diversion (LEAD) Program

Yearly

BARS-Description	Number	Av. Cost Per	Annual Cost
Salaries and Wages:			
Clinical Supervisor	1	\$65,000.00	\$65,000
Case Managers	4	\$60,000.00	\$240,000
Intake & Screening Specialist	1	\$52,000	\$52,000
Outreach Case Manager	1	\$52,000	\$52,000
Director of Community Services	.25	\$24,600	\$24,600
Total Salaries & Wages			\$433,600
Benefits & Employer Taxes			\$173,440
Total Personnel Compensation			\$607,040
Expenses:			
Auto, lease, gas, repairs & Auto insurance	4	\$8250	\$33,000
Rent & Utilities			\$57,036
Cell phones	7	300	\$2,100.00
Professional Licenses & Training Fees			\$2,500
Liability Insurance Rider			\$3,500.00
Machinery			\$7,000
Supplies			\$15,000
Total Expenses			\$120,136
Subtotal: Compensation & Expenses			\$727,176
Administrative Allowance (15%)			\$109,076
Client Flex Funds			\$100,000
TOTAL LEAD BUDGET			\$936,252

Not to exceed \$1,000,000.00

The above budget reflects the programmatic priorities as established by LEAD SB. The contractor shall submit properly executed invoices to the Project Manager once a month (including invoices for expended flex funds, which will not be distributed in advance). Each invoice shall include an itemization of the positions and the number of hours worked. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses (copies of receipts). Each invoice shall include the applicable administrative allowance. Client Flex Fund expenditures should be documented with a monthly tracking spreadsheet and supporting receipts, invoiced monthly, and may not exceed the total amount set in Schedule B-1.