

**AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES,
BETWEEN SNOHOMISH COUNTY EVERGREEN RECVOERY CENTERS**

THIS AMENDMENT NO. 4 to that certain Agreement for LEAD Services, Contact No. RFP-025-20BC, dated November 19, 2020, (the "Agreement") is entered into by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Evergreen Recovery Centers, a Washington nonprofit corporation (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 1 of the Agreement is hereby deleted and amended as follows:

Purpose of Agreement; Scope of Services. The purpose of this Agreement is providing both LEAD services in support of the Law Enforcement Assisted Diversion (LEAD) project and RNP services in support of Snohomish County's Recovery Navigator Program (RNP). The scope of services for these related programs is as defined in Schedule A-2 attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 025-20BC.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

Section 2.

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

2. Term of Agreement; Period of Performance.

This Agreement shall govern services from October 19, 2020, through June 30, 2023; 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 of the County to Contractor. PROVIDED FURTHER, that the County's obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

Section 3. Schedule A-1, regarding Scope of Services, is replaced in its entirety with a new Schedule A-2, attached hereto as Exhibit A and by this reference incorporated herein.

Section 4. Schedule B-1, regarding Compensation, is replaced in its entirety with a new Schedule B-2, attached hereto as Exhibit B 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.4, 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.

“Contractor”

EVERGREEN RECOVERY CENTERS

By: Linda Grant
Authorized Signature
Printed Name: LINDA GRANT
Title: CEO
Date: 9/19/22

“County”

SNOHOMISH COUNTY

By: _____
Ken Klein
Snohomish County Executive Director
Date: _____

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-0973</u>
MOT/ORD	<u>Motion 22-403</u>

Exhibit A
Schedule A-2

**Schedule A-2
Scope of Services**

Snohomish County Law Enforcement Assisted Diversion (LEAD) and Recovery Navigator Programs

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 Program Director. The LEAD Case Management Supervisor will report to and receive guidance from the Outreach Programs Manager at Evergreen Recovery Centers.

A. Program Services

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

Staff	#	Caseload
Outreach Programs Manager	.25	0
LEAD Case Management Supervisor	1	0 (or more as needed)
Intake & Screening Specialist	1	Up to 15
Outreach Specialist	2	Up to 15 each
Case Managers (CM)	9	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 and expand LEAD program to also operate Recovery Navigator Program (RNP) in compliance with HCA's Recovery Navigator Program Standards
2. Hire and maintain staff capacity to operate the LEAD and RNP 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 270 LEAD participants with the flexibility of expanding the program if needs and resources are available. If client numbers appear unlikely to reach 270, Contractor will assist Program Director in additional referral recruiting efforts.
4. Assist in the development and regular updates to policies and procedures, in collaboration with the LEAD Program Director 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 Program Director 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 Program Director, 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 Program Director.
7. Work closely with LEAD Program Director 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 Program Director 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 Program Director 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.
14. Provide regular training opportunities for employees related to safety and situational awareness, incident reporting and boundaries to ensure staff work within their scope of practice and do not engage in unsafe situations.

B. Service Eligibility

The target population of the LEAD & RNP Programs consist of three 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. 3) Community referrals from local agencies invited to participate in LEAD and through outreach done by LEAD and Recovery Navigator staff. These referrals will be vetted through the same process as Pre-Booking and Social Contact referrals to ensure they still meet the basic program criteria. They may receive more short-term support from LEAD staff depending on their needs.

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, follow boundaries of job descriptions and comply with safety guidelines.

2) Retain program staff to provide 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 Program Director.

- 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. This will increase to 9 as the program grows and referrals increase.
 - c) To serve 270 clients, the program will grow to employ nine (9) staff members to carry a full caseload of approximately 25 LEAD participants each and the Intake & Screening Specialist and Outreach Coordinators 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 Program Director about potential funding for the addition of staff or a pause in the acceptance of new referrals.
- 3) Contractor shall:
- a) Provide administrative support sufficient to sustain the LEAD program functions.
 - b) Provide office space, furniture and equipment sufficient to support the LEAD case managers.
 - c) Provide administrative and clinical supervision of program direct service staff.
 - d) Work with LEAD Program Director to modify program as necessary in response to potential changes relative to data collection and reporting.
 - e) Work with LEAD Program Director to review LEAD budget and LEAD caseloads as needed to ensure adequate funding support for costs when/if program modifications are made and track spending carefully to ensure the program budget meets the monthly needs of clients served.

D. Reporting Requirements

- 1) LEAD SB and the HCA require all LEAD sites to use Julota, a cloud-based client tracking system. Snohomish County will purchase this software and Contractor shall sign a Software as a Services (SaaS) License Agreement with Julota. - In addition, North Sound BHASO requires all RNP sites to use their provided Excel spreadsheet for quarterly reporting. Only the 3 staff hired under the Recovery Navigator Program will complete this documentation in addition to their Julota metrics. Expected program overarching outcomes include:
 - a) Reduction in jail admissions/reduction in jail bed day utilization.
 - b) Reduction in law enforcement responses.
 - c) Improved behavioral health conditions of LEAD participants.
 - d) Improved public safety and public order.
 - e) Connection to appropriate services
 - f) Resolution of outstanding legal issues
- 2) Contractor LEAD staff will collect baseline data on participants newly admitted to the LEAD program to include Race/Ethnicity, Housing status, Health Insurance information, Criminal Legal System Contacts, Emergency Medical System Contacts and historical encounters with Law Enforcement. All data will be recorded in Julota. On a monthly basis, data will be collected on individual LEAD participants related to current utilization of these encounters as well as utilization of other first responder services. Further data including Participant Surveys, URICA

assessments and readiness for change will also be collected at 6 months, 1 year and termination of program/grant. LEAD Program Director will coordinate with Contractor, HCA, North Sound BHASO and LEAD Support Bureau to collect appropriate data with metrics that may change over time. Contractor staff shall then support the Program Director by providing timely data to submit a monthly report which shall include the above and following data:

- a) Drug trends;
- b) Progress towards goals;
- c) Connections to services
- d) Participant Satisfaction; and
- e) Performance and success measurements.

Exhibit B
Schedule B-2

Schedule B-2
Yearly Compensation
Snohomish County Law Enforcement Assisted Diversion (LEAD)
and Recovery Navigator (RNP) Programs

BARS-Description	Number	Max. Cost Per	Max. Contract Cost
Salaries and Wages:			
Outreach Programs Manager	.25	\$68,000.00	\$13,875
Case Management Supervisor	1	\$65,000.00	\$48,750
Case Managers	9	\$60,000.00	\$405,000
Intake & Screening Specialist	1	\$57,000	\$42,750
Outreach Specialists	2	\$55,000	\$82,500
Total Salaries & Wages			\$592,875
Benefits & Employer Taxes			\$229,050
Total Personnel Compensation			\$821,925
Expenses:			
Vehicle Expenses: Lease, Gas & Repairs			\$47,086
Rent & Utilities			\$73,002
Cell phones			\$3,825
Professional Licenses & Training Fees			\$11,160
Insurance (Liability & Auto)			\$24,750
Machinery			\$40,000
Supplies			\$6,740
Total Expenses			\$206,563
Subtotal: Compensation & Expenses			\$1,028,488
Administrative Allowance (15%)			\$154,273
Client Flex Funds			\$170,767
TOTAL LEAD BUDGET			\$1,353,528

Not to exceed \$1,500,000.00.

The above budget captures the programmatic priorities as established by LEAD SB. Maximum Annual Costs are based on 13.25 FTEs and will only be realized if all FTEs are employed for the entire 9 month term of the contract. Otherwise, annual costs shall be a proportionate reflection of the FTEs employed. The contractor shall submit properly executed invoices to the Program Director 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. **The administrative allowance is designed to cover line item overages, therefore personnel compensation and total expenses should not exceed the stated subtotal amount, however, monies may be moved between line items if less than a 5% variance.** 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.