

AMENDMENT 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT: Public Defender Association

CONTACT PERSON: Lisa Daugaard, Co-Executive Director/Policy

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COUNTY DEPT: Snohomish County Prosecutor

DEPT. CONTACT PERSON: Michael Held, Chief of Staff

TELEPHONE/FAX NUMBER: 425-388-6357/425-388-6333

PROJECT: Snohomish County LEAD Expansion and
Recovery Navigator Project

AMOUNT: Not to exceed \$250,000 annually

FUND SOURCES: HCA LEAD Grant (Contract #K5738)
North Sound BH-ASO (RNP Contract)

CONTRACT DURATION: July 27, 2020, through June 30, 2023, unless
extended or renewed pursuant to Section 2 hereof

AMENDMENT 3 TO AGREEMENT FOR PROFESSIONAL SERVICES

This Amendment 3 to the Agreement for Professional Services (the “Agreement”), executed on September 8, 2021, by and between Snohomish County, a political subdivision of the State of Washington (“County”) and Public Defender Association, a Washington nonprofit corporation (the “Contractor”), and subsequently amended on September 27, 2021, and October 18, 2021, is made and entered into on this _____ day of September 2022.

For and 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 (Purpose of Agreement; Scope of Services) is hereby deleted and amended as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to memorialize the terms by which the County will compensate Contractor to provide a dedicated Program Director (formerly designated as Project Manager) to direct the day-to-day operations of the County’s expanding Law Enforcement Assisted Diversion and Recovery Navigator Programs across Snohomish County (“LEAD” or “LEAD program”), and a dedicated Recovery Navigator Program (“RNP”) Coordinator to assist in the development, coordination, and delivery of social services, consistent with the dictates of Engrossed Senate Bill 5476, which responds to the State v. Blake decision, by addressing justice system responses and behavioral health prevention, treatment, and related services to individuals who have frequent criminal legal system contact because of unmet behavioral healthcare needs.

A. LEAD Program Director Services. Under the overall guidance of Contractor’s Co-Executive Director/Policy, Contractor will supervise the LEAD Program Director.

- i. *LEAD Program Director Skills and Abilities.* Contractor shall ensure that Program Director demonstrates:
- An understanding of, and a commitment to, LEAD’s core principles;
 - Knowledge of Snohomish County’s incorporated cities and unincorporated communities;
 - The ability to clearly communicate core principles and support and advise others with less experience in harm reduction-based social work and in police-social work partnership;
 - A deep understanding of substance abuse disorder, motivational interviewing, and harm reduction strategies;
 - Experience running meetings;
 - Excellent written and verbal communication skills;
 - Self-motivation with strong interpersonal, public speaking and problem-solving skills, and interest in working as a member of a team in a fast-paced, dynamic environment;

- Interest in criminal justice, homelessness, and/or drug policy reform, and a willingness to approach these with a racial justice analysis;
- Experience with and knowledge of local homeless services and housing systems;
- Experience or familiarity with community and human services dynamics and public safety/order issues in Snohomish County communities;
- Experience supervising staff;
- Basic computer skills, including the ability to use the internet, email, word processing, and spreadsheets.

ii. ***LEAD Program Director Duties.*** The LEAD Program Director shall manage the implementation and day-to-day operations of the LEAD and Recovery Navigator Programs in Snohomish County. The LEAD Program Director's duties shall include the following:

- Ensure that the LEAD and RNP Programs are managed to achieve expected outcomes that are measurable, and which will later be used in the future to evaluate the performance and to ensure accountability for the use of LEAD Program grant funding;
- Manage regular Operational Workgroup (OWG) meetings and processes;
- Facilitate the sharing of information with and among the LEAD OWG members and RNP partners about program participants' situations and progress; discuss referral criteria, program capacity, and compliance with LEAD protocols;
- Coordinate with prosecutors, police, case managers, and community partners on a regular basis and address operational problems as they arise;
- Coordinate with stakeholders (including law enforcement, service providers, prosecutor's office, businesses, and other community safety advocates) to design and implement LEAD within Snohomish County;
- Coordinate with and manage the activities of the LEAD Policy Coordinating Group;
- Establish referral and intake procedures with the assistance of Contractor and program partners;
- Monitor and ensure that the LEAD program has capacity to receive at least 350 participant referrals by June 30, 2023;
- Work with community groups to understand current public health and public safety needs within Snohomish County; educate community members (including individuals, business community groups, and social service providers) on LEAD functions and operations;
- Collaborate with the PCG and other partners to identify, coordinate, develop, submit, and manage grant applications to secure future funding for LEAD;
- Coordinate with the Washington State Health Care Authority (HCA) and the North Sound Behavior Health Administrative Services Organization (BH-ASO) in evaluation process and ensuring that partners are meeting the program's data collection requirements;
- Ensure that law enforcement stakeholders and case managers are meeting data collection requirements established in coordination with Contractor's Technical Assistance Team.

- Submit monthly LEAD Progress Reports, Monthly Data Collection Reports, Minutes, and agendas detailing all Snohomish County LEAD Policy Coordinating Group and Operational Work Group meetings to the HCA;
- Work with program partners (including, but not limited to, contracted case management providers and all participating local law enforcement agencies) to identify and pursue training opportunities.
- Identify gaps in accessing services as part of continual resource mapping to help inform future expansion of resource in Snohomish County.
- Ensure that the RNP Uniform Standards are implemented with fidelity and that program outreach and communication are coordinated amongst similar programs in the greater Snohomish County area.
- Work in conjunction with the North Sound BH-ASO Regional Recovery Navigator Administrator and participate in periodic meeting to ensure the Administrator is aware of any barriers, challenges, and success.
- Directly supervise the work of Snohomish County's RNP Coordinator and the incorporation of the RNP into Snohomish County LEAD.

B. Recovery Navigator Program Coordinator Services.

- i. ***Recovery Navigator Program Coordinator Skills and Abilities.*** Together, Contractor's Director and LEAD Program Director shall ensure that the RNP Coordinator demonstrates the following skills/qualifications:

- Self-motivated and able to seek opportunities for learning during downtime;
- Able to think quickly and move nimbly to handle unique situations as they arise and determine appropriate next steps;
- Organized and responsive;
- Professional and courteous on the phone and in person;
- Knowledge of recovery principles and tools;
- Ability to communicate effectively, both written and verbal;
- Strong ability to summarize and document phone conversations, client interactions, and community contacts.
- Basic computer skills, including the ability to use the internet, email, word processing, and spreadsheets.

- ii. ***Recovery Navigator Program Coordinator Duties.*** The RNP Coordinator, under the supervision of the Snohomish County LEAD Program Director, shall manage the everyday operation of the program. The RNP Coordinator's duties shall include the following:

- Respond to community referrals and interact with individuals who might need case management or ongoing referrals to external services;
- Engage participants on the street to build rapport, establish a working relationship and offer supportive services;
- Provide short-term assistance while addressing the immediate needs of the individual. Assess participants first for basic needs and then for severity of chemical dependency, mental illness and housing status, and determine needs for

connection to more structured care (medical care, substance use treatment, therapeutic support, etc.);

- Facilitate a warm hand off to the supportive services identified;
- Coordinate with RNP and LEAD case management staff to meet the individual needs of new and existing program participants;
- Follow-up with program participants in the community when there is indication of disengagement, and coordinate with RNP and LEAD case management staff to meet the individual needs of new and existing program participants;
- Answer Snohomish County LEAD recovery hotline, a phone service available to officers, prosecutors and people seeking services in Lynnwood, Everett and other areas of Snohomish County, and provide callers with substance use disorder treatment options and available resources;
- Collect and provide data points related to the individuals referred to the program and provide data to the LEAD Program Director;
- Conduct outreach with other local outreach teams including Syringe Services needle exchange programs, hot meal sites, libraries, and community resource centers;
- Attend regularly scheduled Operational Work Group Meetings for the staffing of participants with partners, and LEAD team and other agency-required meetings;
- Maintain an up-to-date list of substance use disorder agencies, detox facilities, MAT programs and AA, NA, and Al-Anon meetings in the area;
- Regularly connect with therapeutic treatment providers, medical programs, food and shelter agencies and other social services programs to obtain information about their referral criteria, assessments, insurance requirements, payment structure, schedules, and availability for new clients;
- Identify gaps in accessing services as part of continual resource mapping to help inform future expansion of resource in Snohomish County.
- Serve as a liaison with social service organizations and provider agencies.
- Assist in the creation of RNP & LEAD outreach flyers and other informational and/or promotional materials for distribution;
- Develop and maintain participant files for assigned caseload according to program, contract, and state requirements;
- Utilize Julota, the software program required cloud-based client tracking system;
- Collect data related to the individuals referred to the program utilizing the North Sound BH-ASO's data collection tool and provide reports to the North Sound BH-ASO as requested;
- Conduct LEAD Operational Work Group meetings in the absence of the Program Director;
- Attend community meetings as a representative of the Snohomish County LEAD Recovery Navigator Program.

C. Limited Financial Support for LEAD and RNP Participants.

- i. Contractor may provide direct resources to participants to address immediate basic needs, such as food, shelter, clothing, public transportation, and legal identification, subject to the "Limited Financial Support" maximum as defined in Section 3.G.

D. Standards of Practice.

- i. The above 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 Contractor practices or operates at the time the services are performed.
- ii. Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by Contractor in connection with performing the services shall be of good quality.
- iii. Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.
- iv. 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 July 27, 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.

Sections 3(A) and 3(F) of the Agreement are hereby deleted and amended as follows:

3. Compensation.

A. Services

The County will reimburse Contractor monthly, upon submission of an invoice for all salary and benefits paid to the Snohomish County LEAD Program Director and the Snohomish County Recovery Navigator Program Coordinator. The total cost of wages, benefits and administration incurred shall not exceed the contract maximum agreed to in this contract.

F. Contract Maximum

Total charges under this Agreement, all fees and expenses included, shall not exceed \$265,000 from July 27, 2020, through June 30, 2022.

Within this contract maximum, the total charges for services payable under this Agreement, including all fees and expenses but excluding Limited Financial Support, shall not exceed \$250,000 from July 1, 2022, through June 30, 2023.

Within this contract maximum, in addition to the total charges for services, the total charges payable for Limited Financial Support shall not exceed \$18,000 from July 1, 2022, through June 30, 2023.

G. Limited Financial Support

The County will pay Contractor \$18,000 to provide "Limited Financial Support," as described in Section 1.C, above. Contractor shall submit a monthly report to the County detailing all such expenditures. Each such expenditure report shall include an itemization of the item/service purchased, associated verified receipts, and dates on which the item/service was provided to the LEAD and RNP Program participant.

The County may dispute any such expenditure by notifying Contractor in writing that one or more expenditure is in dispute. All disputes will be resolved by: (1) a determination by the County that the expenditure was for a qualifying item/service, or (2) repayment from Contractor to the County. At the expiration, or early termination, of this Agreement, Contractor shall remit all remaining "Limited Financial Support" funds to the County.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

Agreed and Accepted by the Undersigned Parties:

SNOHOMISH COUNTY:

PUBLIC DEFENDER ASSOCIATION:

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Lisa Daugaard
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Kenneth Klein

Lisa Daugaard
Co-Executive Director/Policy

Snohomish County Executive Director
On behalf of the County Executive

9/8/2022

9/29/2022

Date

Date

Approved as to insurance
and indemnification provisions:

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2022.09.12 17:02:05 -07'00'

Risk Management

Date

COUNCIL USE ONLY	
Approved	<u>9/28/2022</u>
ECAF #	<u>2022-0928</u>
MOT/ORD	<u>Motion 22-387</u>