

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: March 7, 2022

AGENDA ITEM:	
Contract with Snohomish County Human Services; First Responder Flex Fund	
PREPARED BY:	DIRECTOR APPROVAL:
Wendy Wade	
DEPARTMENT:	
Police Department	
ATTACHMENTS:	
Basis Terms and Conditions, Specific Terms and Conditions Statement of Work/Project Description	
BUDGET CODE:	AMOUNT:
	\$9,295
<p>SUMMARY: The attached documents are the contract between the City of Marysville and the Snohomish County Human Services for the First Responder Flex Funds as part of the Snohomish County Ending Homelessness Program.</p> <p>In this contract the Snohomish County Human Services agrees to provide Flex Funds in the amount of \$9,295 for the 12 month period starting January 1, 2022 and ending December 31, 2022.</p> <p>This Flex Fund is used by the Marysville Embedded Social Worker Program to procure goods and or services directly related to the needs of participants, which cannot be met through existing categorical services or formal/informal community mechanism. Expenditures from this fund may include, but are not limited to, food, shelter, clothing, medical care, transportation, or other basic needs. The Flex Fund shall not be paid directly to the participants or used for the purchase of alcohol, tobacco, vaping products, or marijuana products.</p> <p>The goal of the Snohomish County Ending Homelessness Program is to assist participants by removing barriers to housing and or abate emergency situations through the provision of Flex Fund assistance.</p>	

RECOMMENDED MOTION: Accept and approve the attached contract with the Snohomish County Services for the First Responder Flex Funds, as part of the Snohomish County Ending Homelessness Program. Funding is for a 12 month period starting January 1, 2022 and ending December 31, 2022.

EXHIBIT A

SPECIFIC TERMS AND CONDITIONS

FIRST RESPONDER FLEX FUNDS

I. DEFINITION OF TERMS

- A. Access to Care Standards (ACS): The Division of Behavioral Health and Recovery (DBHR) minimum eligibility requirements for Medicaid adults & Medicaid older adults guidelines reflect the most restrictive eligibility criteria that can be applied, pursuant to RCW 70.96A and 70.96B. North Sound Behavioral Health Administrative Services Organization (BH-ASO) may expand coverage based on availability of local resources.
- B. Adjudicated youth: Refers to a youth who has been determined by a juvenile court judge to have committed a delinquent offense.
- C. Advanced directive: A written document that contains directions and preferences for treatment and care during times an individual is having difficulty communicating or making decisions.
- D. Aging Population: Age 65 and older.
- E. ASAM: Acronym for American Society of Addiction Medicine.
- F. Behavioral health: The prevention, treatment of, and recovery from substance use disorders, mental health disorders, and/or problem and pathological gambling disorders.
- G. Case Management: Assistance to a recipient and family (or significant other) to obtain, maintain, or develop appropriate resources.
- H. Child: Refers to an individual under the age of ten (10).
- I. Community Outreach and Intervention: Services to link individuals to treatment and other appropriate support services.
- J. Complaint: A verbal or written statement by a participant that expresses dissatisfaction with some aspect of services covered under this Agreement, the Primary Care Provider, or Agency.
- K. Contingency Management: An evidence-based practice allowing individuals to earn tangible rewards to reinforce positive behaviors such as service

attendance, abstaining from drugs and alcohol, and involvement in pro-social activities.

- L. Corrective Action/Compliance Review: When findings from monitoring efforts or audits show that there are apparent violations of this Contract, the Agency shall implement corrective action within specified timeframes determined by the County.
- M. Corrective Action Plan (CAP): A written plan specifying what Contractor is required to do to be in compliance. This includes required improvements and a timeline for such action(s) to be accomplished.
- N. Counselors: Personnel employed by the Agency who meet the criteria as defined in WAC.
- O. COVID-19: An infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
- P. Cultural Competence: A set of congruent behaviors, attitudes and policies that come together in a system or agency and enable that system or agency to work effectively in cross-cultural situations. A culturally competent system of care acknowledges and incorporates at all levels the importance of language and culture, assessment of cross-cultural relations, knowledge and acceptance of dynamics of cultural differences, expansion of cultural knowledge and adaptation of services to meet culturally unique needs.
- Q. Cultural Humility: The lifelong practice of being aware and thinking of one's own values, beliefs, own biases, and social position within the context of the present moment and also be aware of and sensitive to historic realities like legacies of violence and oppression against certain groups of people.
- R. Direct Student Services (DSS): Include, face-to-face sessions with an individual student and/or the student's family to address the student's needs.
- S. Department of Social and Health Services (DSHS), or the department, or the Department: DSHS of the State of Washington and its Secretary, officers, employees and authorized agents.
- T. DSM 5: Acronym for the Diagnostic and Statistical Manual of Mental Disorders fifth edition.
- U. Evidenced Based Treatment: A program, policy or practice recognized by research that, when applied in treatment, has improved outcomes for clients, participants or communities.

- V. Fair Hearing: A grievance hearing before the Washington State Office of Administrative Hearings.
- W. Family: Those the individual defines as family or those appointed/assigned (e.g., parents, foster parents, guardians, siblings, caregivers, and significant others).
- X. Flex funds: Funds provided through a program that are used to procure goods and/or services directly related to the needs of the participant as outlined in Exhibit B.
- Y. GAIN-SS: Acronym for Global Appraisal of Individual Needs Short Screening.
- Z. Grievance: An expression of dissatisfaction about any matter. The term is also used to refer to the overall process that includes grievances handled at the NSBHASO level and access to the state fair hearing process. Possible subjects for grievances include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness, or failure to respect the enrollee's rights.
- AA. Hardship Insured: Individuals' with insurance who cannot afford to pay insurance deductibles or co-pays.
- BB. HCA: Refers to the Health Care Authority.
- CC. Healing Organization: An organizational system where staff policies, procedures, services, and treatment models apply an understanding of trauma embedded within them. Their approaches to providing services are trauma-shielding or trauma-reducing.
- DD. HIPAA: Acronym for "Health Insurance Portability and Accountability Act." Additional information is outlined in the Business Associate Agreement as referenced on the face sheet of this Contract.
- EE. Housing Services: The services or activities designed to assist individuals or families in locating, obtaining or retaining suitable housing. Component services or activities may include tenant counseling, helping individuals and families to identify and correct substandard housing conditions on behalf of individuals and families who are unable to protect their own interests and assisting individuals and families to understand leases, secure utilities and make moving arrangements.

- FF. Independent Peer Review: To assess the quality, appropriateness and efficiency of treatment services provided in the state to individuals under the program involved.
- GG. Indirect Student Services (ISS): Include all contact with an individual student's support system.
- HH. Individual treatment: Planned therapeutic or counseling activity provided to a sole eligible individual by one (1) or more counselors.
- II. Individual: Previously known as client, consumer, patient, or participant.
- JJ. Labor Harmony Requirement: A "No Service Disruption Guarantee" outlined in Exhibit E, as applicable.
- KK. Low Income: Participants whose monthly income does not exceed 220% of the national poverty index, or as negotiated in your Contract.
- LL. MCO: Acronym for Managed Care Organization.
- MM. Mental Disorder: A disorder as defined in RCW 71.34.020(13) for children and RCW 71.05.020(26) for adults.
- NN. Mental Health Professional (MHP): Personnel employed by the Agency who meet the criteria as defined in WAC.
- OO. NSBHASO: Acronym for "North Sound Behavioral Health Administrative Services Organization."
- PP. No Service Disruption Guarantee: An agreement to maintain services and prevent a disruption of service caused by labor unrest. See "Labor Harmony Requirement" above. Additional information is outlined in Exhibit E., Attachment A, as applicable.
- QQ. Nurse Family Partnership (NFP): An evidence based, community health program for vulnerable mothers pregnant with their first child.
- RR. Outcome: An outcome defines changes that have taken place as a result of the program's work. Examples include: Short Term (a change in learning: awareness, knowledge, skills, motivations); Intermediate (a change in action: behavior, practice, decision-making, policies); Long Term (consequences: social, economic, environmental, etc).

- SS. Outpatient Counseling: The provision of substance abuse treatment, mental health treatment and other support services according to a prescribed plan in a non-residential setting.
- TT. Output: An output details what the program does and is usually a count of something. Examples include: Activities (the actual tasks done such as screenings, assessments, workshops, etc); Participation (who the program serves; customers and stakeholders).
- UU. Outreach/Education Services (OES): Training and information sharing to Agency staff and external providers about the Student Support Advocate program not directly related to a particular case management student.
- VV. Personal Information: Information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- WW. Quality Assurance: A focus on compliance to minimum requirements (e.g. rules, regulations, and contract terms) as well as reasonably expected levels of performance, quality, and practice.
- XX. Recovery: The processes through which people are able to live, work, learn, and participate fully in their communities.
- YY. Referral: A process of directing an Individual to available specialty care or services.
- ZZ. Remote Learning: Also referred to as distance learning, gives learners who aren't in a physical location for in-person education access to online training materials.
- AAA. RCW: Acronym for "Revised Code of Washington."
- BBB. Resiliency: The personal and community qualities that enable individuals to rebound from adversity, trauma, tragedy, threats, or other stresses, and to live productive lives.
- CCC. Shall: Compliance is mandatory.
- DDD. SHP: Acronym for Supportive Housing Program.
- EEE. Substance Use Disorder Professional (SUDP) (formerly CDP): Personnel employed by the Agency who meet the criteria defined in WAC.

- FFF. Substance Use Disorder Professional Trainee (SUDPT) (formerly CDPT): Personnel employed by the Agency who meet the criteria defined in WAC.
- GGG. Serious Mental Illness (SMI): According to Federal Register Vol. 58, No. 96, May 20, 1993, persons age 18 and over who currently, or at any time during the past year, have a diagnosable mental, behavioral, or emotional disorder of sufficient duration to meet diagnostic criteria specified within the current DSM, that has resulted in functional impairment which substantially limits one or more major life activities.
- HHH. Strengthening Families Program 10-14: Refers to the evidence-based prevention program developed at Iowa State University for families and young adolescents.
- III. Student Support Advocate (SSA): Personnel hired by the school district to perform contracted services.
- JJJ. Substance Use Disorder (SUD): Acronym for “Substance Use Disorder.” This definition replaces the definition for Chemical Dependency.
- KKK. Telehealth: The distribution of health-related service and information via electronic information and telecommunication technologies.
- LLL. TILT Team: Refers the Trauma-Informed Leadership Team, the selected group of staff dedicated to the advancement of Trauma-Informed Practices in the school.
- MMM. Trauma: Refers to experiences that cause intense physical and psychological stress reactions. It can refer to “a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual’s physical, social, emotional, or spiritual well-being.
- NNN. Trauma-informed: A trauma-informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across setting, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic. Per SAMHSA, the three key elements of a trauma-informed approach include: realizing the prevalence of trauma; recognizing how trauma affects all individuals involved with the program, organization, or system, including its own workforce; and responding by putting this knowledge into practice.

OOO. Trauma-Informed Care: TIC is a strengths-based service delivery approach “that is grounded in understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and survivors, and that creates opportunities for survivors to rebuild a sense of control and empowerment. It also involves vigilance in anticipating and avoiding institutional processes and individual practices that are likely to retraumatize individuals who already have histories of trauma, and it upholds the importance of consumer participation in the development, delivery, and evaluation of services.

PPP. Trauma-Informed System: An organizational system which has developed a shared language to define, normalize, and address the impact of trauma on clients and the workforce. The organization operates from a foundational understanding of the nature and impact of trauma.

QQQ. Veteran: A veteran is defined as an individual that has served as a member of the armed forces, active duty or reserves, for at least one day. This will also include service in the National Guard, as well as Merchant Marines in support of US resources in wartime. Veteran status may be verified through self-identification, discharge certificate, or Department of Defense Form DD-214.

RRR. WAC: Acronym for “Washington Administrative Code”.

SSS. WSUE: Refers to Washington State University Extension, a division of Snohomish County Parks & Recreation Department (PRD).

TTT. Youth: Means a person from age ten (10) through age seventeen (17).

II. PERFORMANCE STANDARDS AND LICENSING

A. The Agency shall meet the requirements of WAC, applicable local and state rules, and state and federal statutes. In addition, the Agency shall meet the applicable specific program requirements for licensure and certification to perform contracted services. A copy of the certification shall be submitted to the County upon request.

B. The Agency shall maintain relevant and appropriate licensure by the State of Washington to provide behavioral health and/or community support services. The Agency shall notify the County in writing within five (5) business days of any change in licensure status.

III. COMPLIANCE WITH SPECIFIC LAWS AND REGULATIONS

- A. All services provided under this Contract shall meet all standards set forth in current, revised and replaced WAC's and RCW's.
- B. The Agency shall meet all applicable standards for program operations set forth in WAC and RCW. The Agency shall ensure that WAC and RCW requirements are followed and are adjusted as the WAC's and RCW's are amended, revised, eliminated or added.
- C. The Agency shall operate and adhere to fidelity of the model of services utilized by the Agency and as negotiated with the County.
- D. The Agency must have policies and procedures in place to protect and safeguard individually identifiable health information obtained in the course of providing services under this Contract. The Agency shall not disclose an individual's information, directly or indirectly, except to the extent allowed under applicable state or federal laws and regulations. The Agency shall comply with all terms and conditions of Federal Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 and applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- E. Staff and volunteers who have access to children or vulnerable adults are required to have a background check per RCW and WAC. A background check is required at the time of employment or commencement of volunteer duties. An Agency shall conduct additional background checks if circumstances arise that cause the Agency concern. The Agency shall ensure that all persons convicted of crimes preventing contact with vulnerable populations are prohibited from having access to those populations.
- F. The Agency shall enter data as negotiated with the County. The Agency shall make use of data and specific to the Agency systems or electronic records for the purpose of evaluating and reporting individual and program service outcomes.
- G. The Agency shall comply with all terms and conditions of the Business Associate Agreement.

IV. REIMBURSEMENT PROCEDURES

Services rendered under this Contract shall be reimbursed based on the attached Budget (Exhibit C). Services shall be provided per the attached Statement of Work (Exhibit B).

V. REIMBURSEMENT LIMITATION

- A. The Agency shall utilize the contracted dollar amount to provide services throughout the duration of this Contract.
- B. The Agency shall be responsible for ensuring budget is maintained and that invoices to the County do not exceed the budgeted amount as stated in Exhibit C, Approved Contract Budget.
- C. Utilization of County funding available to this program will be reviewed monthly and the Contract allocation may be reduced and re-allocated at the discretion of the County, where needed if expenditures are not sufficient to fully utilize available funding.
- D. The Agency certifies that work to be performed under this Contract will not duplicate any work to be charged against any other contract, subcontract or source.

VI. REPORTING REQUIREMENTS

The Agency shall submit all required reports documenting performance in a timely manner. All reports shall be completed on approved forms and in accordance with procedures as issued by the County. In the event the Agency fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Agency or order payment stopped to the Agency in an amount proportions to the data estimated to be outstanding until such time that the data is current.

VII. OTHER REVENUES

Revenues generated by the Agency from other funding sources (e.g. donations, fund-raising) under this program, including fees collected from low-income participants, shall be separately identified and recorded as project income. These funds shall be used exclusively to provide increased levels of service.

VIII. SUBCONTRACTING

- A. The Agency is prohibited from subcontracting any funding and/or services contained within this Contract unless otherwise negotiated with the County.

- B. All rules, regulations and requirements contained in the Basic Terms and Conditions must be met for all subcontracts executed pursuant to this Contract. All subcontracting arrangements require prior written approval from the County.

IX. RECORDS RETENTION

The Agency shall retain all fiscal and clinical books, records, documents and other materials relevant to this Contract in accordance with WAC.

X. LOCATION AND HOURS OF SERVICE

- A. Services provided under this Contract shall be available in Snohomish County for Snohomish County residents.
- B. To ensure participants have consistent access to treatment services, the Agency shall minimally maintain business hours from 9:00 AM through 5:00 PM Monday through Friday, excluding recognized holidays or as negotiated with the County. Any reduction in service hours shall be submitted in writing to the County for approval, fifteen (15) calendar days prior to implementation.
- C. The Agency shall notify the County within ten (10) days of change in personnel which may affect the faithful execution of this Contract.

XI. ELIGIBILITY

- A. County funds shall be the dollar of last resort for billing. The Agency shall determine at time of intake if the individual has medical insurance, including state-sponsored programs providing low-cost health care coverage through private health plans, which covers substance use disorder treatment services. If the individual has medical insurance that covers substance use disorder treatment services, the medical insurance shall be used as the first source of billing to pay for treatment services. The Agency shall ensure that only one source of funding is used at any given time.
- B. Termination of a Contract shall not be grounds for a fair hearing for the service applicant or a grievance for the recipient if similar services are immediately available in the County.
- C. The Agency shall have policies and procedures in place for participant grievances in the case of denial or termination of service or failure to act upon a request for services with reasonable promptness.

XII. MONITORING AND EVALUATION

The Agency shall cooperate with the County in monitoring activities a minimum of once per year or more as deemed appropriate by the County.

XIII. INTERAGENCY COORDINATION

- A. The Agency shall identify the primary agencies with whom they have regular relationships and whose activities substantially affect the delivery of services under this Contract. The Agency shall negotiate and execute working agreements with these agencies to ensure coordinated services and appropriate referral procedures.
- B. Working agreements shall minimally address the following:
 - 1. Program description;
 - 2. Referral procedures and timelines;
 - 3. Release of information procedures;
 - 4. Follow up procedures;
 - 5. Procedures for exchanging information concerning program changes and unavailability of services; and
 - 6. Procedures for problem solving between two (2) agencies.

XIV. EMERGENCY PROCEDURES

The Agency shall have a plan for serving individuals during periods when normal services may be disrupted. Disruption to normal services may include earthquakes, floods, snowstorms, and other natural disasters. Particular attention should be made for those individuals who are most at risk. When services are delivered at the Agency's workplace the plan shall include: contact information for high-risk individuals, a list of emergency services, and stores of emergency provisions.

XV. CONTINUING EDUCATION

The Agency shall ensure their staff is effectively trained to implement the services they agree to provide under the terms of this Contract. The Agency is encouraged to inquire about the availability of additional training funds and opportunities to support their continuing education efforts.

XVI. MEETING PARTICIPATION

The Agency shall ensure they have representation at any County-sponsored trainings or meetings. The County shall notify the Agency a minimum of two (2) weeks prior to the event.

XVII. DEFINITIONS AND TERMS

The Agency shall utilize the definitions and terms in this Exhibit A as applicable throughout this Contract or as negotiated with the County.

EXHIBIT B

STATEMENT OF WORK / PROJECT DESCRIPTION

FIRST RESPONDERS FLEX FUND

I. DESCRIPTION

- A. The Project shall assist Individuals to remove barriers to housing and/or abate emergency situations through the provision of Flex Fund assistance.
- B. The Project shall serve eligible Individuals only. The individuals/families must be experiencing homelessness or at risk of homelessness.

II. PROGRAM ACTIVITIES

In compliance with the terms of the Contract, the City shall perform the tasks and services as follows:

- A. The City shall develop and maintain a process to disburse Flex Funds to First Responders/Social Workers, not to exceed the total amount included in the Approved Project Budget (Exhibit C).
- B. First Responders/Social Workers shall access Flex Funds in order to procure goods and/or services directly related to the needs of Individuals, which cannot be met through existing categorical services or formal/informal community mechanisms. Examples of such purchases may include, but are not limited to: shelter, food, clothing, medical care, transportation, or other basic needs.
- C. Flex Funds shall not be paid directly to the Individuals or used for the purchase of alcohol, tobacco, vaping products, or marijuana products.
- D. The City shall utilize flex funds throughout the duration of this Contract and shall not use these funds at the end of the year to “stock up” in lieu of providing assistance to individuals and families to help end homelessness in real time during the year.
- E. The City shall submit supporting documentation for expenses covered by Flex Funds with the Approved Invoice (Exhibit D) for reimbursement.
- F. The City shall include receipts for services and purchases with the invoice as supporting documentation.
- G. The City shall submit invoices by the tenth (10th) day of the month following flex fund use. Exception: the December invoice must be submitted no later than

January 5, 2023.

- H. The County will review fund usage throughout this Contract period and may reallocate unutilized funds to cities that are in need of additional funds.
- I. Funds allocated to the First Responder Flex Fund are determined on an annual basis based on funding availability and are not guaranteed.

III. REPORTS

The City shall submit a report each quarter providing information regarding the number of individuals assisted, number of assistance activities and a description of at least one individual or family that was able to remove a barrier to housing or abate an emergency situation as a result of the Project. The quarterly narrative shall be submitted with the monthly invoice.

**EXHIBIT C
CONTRACT BUDGET - COST REIMBURSEMENT
FIRST RESPONDERS FLEX FUND**

AGENCY NAME: City of Marysville
CONTRACT PERIOD: 1/1/2022 to 12/31/2022

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	FUNDING PERIOD	AMOUNT	AMENDMENT	TOTAL AMOUNT
EHP	1/1/2022 to 12/31/2022	\$ 9,295		\$ 9,295
				-
				-
				-
				-
				-
TOTAL FUNDS AWARDED:		\$ 9,295	\$ -	\$ 9,295

MATCHING RESOURCES:

N/A	N/A
TOTAL MATCHING RESOURCES:	
N/A	

MATCH REQUIREMENTS FOR CONTRACT: % N/A AMOUNT: N/A

OTHER PROGRAM RESOURCES (Identify):

SOURCE	FUNDING PERIOD	AMOUNT
TOTAL OTHER RESOURCES:		\$ -

EXPENDITURES

CATEGORY	FUND SOURCE EHP	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	FUND SOURCE	TOTAL	OTHER RESOURCES
Salaries/Wages							\$ -	
Benefits							-	
Supplies/Minor Equip.							-	
Prof. Services							-	
Postage							-	
Telephone							-	
Mileage/Fares							-	
Meals							-	
Lodging							-	
Advertising							-	
Leases/Rentals							-	
Insurance							-	
Utilities							-	
Repairs/Maint.							-	
Client Flex Funds							-	
Printing							-	
Dues/Subscrip.							-	
Regis./Tuition							-	
Machinery/Equip.							-	
Administration							-	
Indirect							-	
Miscellaneous							-	
Flex Funds	9,295						9,295	
Misc. Construction							-	
Acquisition							-	
Relocation							-	
							-	
TOTAL	\$ 9,295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,295	\$ -

EXPENDITURE NARRATIVE

AMOUNT	CATEGORY	NARRATIVE (provide justification describing each category supported with funds awarded under this contract)
9,295	Flex Funds	Cost of Flex Funds distributed to First Responders
\$ 9,295	TOTAL	

DETAIL SALARIES / WAGES

POSITION	FUND SOURCE	% OF TIME TO FUND SOURCE	TOTAL MONTHLY	MONTHLY CHARGE TO FUND SOURCE	# OF MONTHS	TOTAL CHARGE TO FUND SOURCE
N/A						

TOTAL: \$0

NOTE: Above figures may reflect rounding

