

December 10, 1996

Introduced By:

KENT PULLEN

Proposed No.:

96-878

MOTION NO. **100334**

1
2 A MOTION authorizing the King County Executive to enter
3 into an agreement with the City of Seattle to implement the
4 Criminal Justice Diversion Project (CJDP) for mentally ill and
5 chemically abusing offenders.

6
7 WHEREAS, King County and the city of Seattle seek to better serve individuals
8 with mental illness or chemical dependency, and

9 WHEREAS, many mentally ill or mentally ill and chemically abusing offenders
10 who are incarcerated in the county jail would benefit from appropriate community-based
11 treatment services, thus decreasing the likelihood of their re-arrest and incarceration, and

12 WHEREAS, the diversion of selected mentally ill or mentally ill and chemically
13 abusing offenders from the jail to community treatment programs would benefit the city
14 and county by reducing recidivism, and length of stay in the jail's Mental Health Unit, and

15 WHEREAS, the city and county have appropriated approximately \$3.2 million in
16 support of this program since its inception in 1991, and

17 WHEREAS, the city of Seattle has appropriated \$100,000 in the 1996 Finance
18 General budget and King County has appropriated \$430,692 through Ordinance 12029 to
19 support pre-booking and jail diversion activities for mentally ill or mentally ill and
20 chemically abusing offenders during 1996, and

21 WHEREAS, a comprehensive evaluation of the Criminal Justice Diversion
22 Project's operation was completed in May 1996,

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NOW, THEREFORE BE IT MOVED by the Council of King County:

The county executive is authorized to enter into an interlocal agreement with the city of Seattle, substantially in the form attached, to implement the Criminal Justice Diversion Project for non-violent mentally ill or mentally ill and chemically abusing offenders.

PASSED by a vote of 11 to 0 this 23rd day of December, 1986.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen

ATTEST:

Jane Hague
CHAIR

Gerald A. Peterson
Clerk of the Council

Attachments: Criminal Justice Diversion Project Interlocal Agreement (2 copies)

CRIMINAL JUSTICE DIVERSION PROJECT INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this first (1) day of January, 1996 between the City of Seattle, hereinafter referred to as "City" and King County, hereafter referred to as "County" pursuant to and consistent with the Interlocal Cooperation act, RCW Chapter 39.34.

WHEREAS, King County and the City of Seattle seek to better serve individuals with mental illness or chemical dependency, and

WHEREAS, many mentally ill or mentally ill and chemically abusing offenders who are incarcerated in the County jail would benefit from appropriate community-based treatment services, thus decreasing the likelihood of their re-arrest and incarceration, and

WHEREAS, the diversion of selected mentally ill or mentally ill and chemically abusing offenders from the jail to community treatment programs would benefit the City and County by reducing recidivism, and length of stay in the jail's Mental Health Unit, and

WHEREAS, the City and County have appropriated approximately \$3.2 million in support of this program since its inception in 1991, and

WHEREAS, the City of Seattle has appropriated \$100,000 in the 1996 Finance General budget, and King County has appropriated \$430,692 through Ordinance 12029 to support pre-booking and jail diversion activities for mentally ill or mentally ill and chemically abusing offenders during 1996, and

WHEREAS, a comprehensive evaluation of the Criminal Justice Diversion Project was completed in May of 1996,

NOW, THEREFORE, in consideration of these goals and commitments, the parties agree as follows:

For Harborview Mental Health Services (HMHS) from January 1, 1996 through December 31, 1996, the City of Seattle and King County agree to the following:

I. DEFINITION OF TERMS

Access to Community Care and Effective Services and Supports (ACCESS): A five-year federal grant awarded to the State of Washington and managed by the KCMHD to test services integration strategies for homeless persons with severe mental illnesses.

Active: A case is considered active while an individual is receiving short-term treatment services from CJDP staff or while staff are pursuing outreach and engagement activities. A case is active if there is at least one contact or attempted contact within 30 days of referral and there is a clinically justified and documented intent to provide, or attempt to provide, services.

Active Legal Status: A condition of a CJDP client who has a case pending before a court within King County or other activity within the criminal justice system.

Assess: CJDP staff interviews client and gathers historical data, evaluates mental status, and determines client needs. CJDP also determines if the client is authorized in the provider system.

Authorized: An individual has been assigned by the Prepaid Health Plan to receive ongoing services from a certified mental health vendor. Individuals who are authorized for Tier 1B, 2A, 2B, 3A, or 3B services will have access to 24-hour case management services.

Certified Mental Health Vendor: An agency with a mental health license and a vendor agreement with U.S. Behavioral Health.

Client: An individual who receives one or more services from CJDP.

Closed Case: A case that has become inactive. CJDP staff document an exit date and reason for closure.

County Designated Mental Health Professional (CDMHP): An agent of the King County Mental Health Division (KCMHD) authorized by State law to evaluate persons for involuntary detention to psychiatric hospitalization.

Court: King County District or Superior Court, Seattle Municipal or District Court, or an agent operating on behalf of one of these branches of the criminal justice system.

Criminal Justice Diversion Project (CJDP): A program to divert from incarceration those individuals not currently authorized in the mental health system whose needs can be more appropriately addressed through the mental health and chemical dependency service systems.

Criminal Justice Diversion Project Advisory Committee (CJDPAC): An advisory committee made up of representatives of law enforcement and criminal justice agencies, human service organizations, and other designated agency representatives. This committee makes recommendations to the KCMHD and provides feedback to the CJDP program.

Criminal Justice Diversion Referral: Requests for service from the Seattle Police Department, the King County Police Department, the KCCF, Harborview Medical Center Emergency Trauma Center, or CDMHPs. This may be done through a telephone call to the CJDP, or by transporting the client to the Harborview Emergency Room. Referrals must meet the defined criteria and must be accompanied by the Mental Health Contact Report, and Incident Report, or a copy of the citation, if one was issued. If the criteria are not met, it is not a referral.

Criminal Justice System: A descriptor for all law enforcement agencies, incarceration facilities, and trial/sentencing authorities empowered to enforce the laws of the City, County and State.

Diversion: CJDP accepts the referral, the referral is determined to be for a person who meets the eligibility requirements, and the individual signs an agreement to participate in developing a plan and receiving services OR the individual who is referred does not agree to receive services but the CJDP plans to provide assertive outreach and engagement services.

Engagement: Interventions by CJDP staff to provide for the immediate or emergent needs of an individual who has been referred. This includes, but is not limited to, emergency food, clothing, shelter, respite bed placement, referral to medical care, advocacy, and counseling. Primary goals during the engagement phase are to stabilize the individual, and to encourage the individual to recognize the need for, and accept referral to, the appropriate long-term treatment services.

Face-to face contact: CJDP staff interacts with a client in person.

Follow-up: CJDP staff makes a telephone call (indirect) or face-to-face (direct) contact on behalf of a CJDP client in order to determine linkage status.

Intensive case management: a model to stabilize in the community difficult clients. Clients eligible to be provided with CJDP intensive case management services are those whose name appear on the high utilizer list provided by the KCCF.

King County Correctional Facility (KCCF): A facility operated by King County Department of Adult Detention in which persons accused of and sentenced for a misdemeanor or felony crime are detained.

King County Mental Health Division (KCMHD): A division within the Department of Community and Human Services of the County.

Link: Activity taken by CJDP staff to place a client with a provider which will provide necessary services, for example, mental health services, public or private, if the person is not currently enrolled and receiving those services; chemical dependency treatment services, public or private, if the person is not currently a client and receiving those services; vocational services; long term-housing; or health care. When the service provider agrees to provide ongoing services, and the client appears for the first appointment, CJDP relinquishes primary clinical responsibility and linkage has occurred.

Outreach: The act of going into the community to attempt to engage an individual while simultaneously assessing his/her appropriateness for diversion.

Prepaid Health Plan (PHP): the managed mental health care plan to provide community-based outpatient services to the Medicaid eligible and, as resources permit, a portion of the non-Medicaid population of King County.

Re-link: Activity taken by CJDP staff to connect a person with the provider who is currently providing necessary services, for example, mental health services, public or private, if the person is currently enrolled and receiving those services; chemical dependency treatment services, public or private, if the person is currently a client and receiving those services; vocational services; long term housing; or health care. When the current provider agrees to provide ongoing services, and makes face-to-face contact with the client, CJDP relinquishes clinical responsibility and re-linkage has occurred.

Screen: CJDP staff provides a face-to-face contact with a referred individual to determine eligibility and amenability to services.

U.S. Behavioral Health (USBH): The private firm under contract with the King County Mental Health Division to provide administrative services and support to the County in managing the PHP.

II. WORK STATEMENT

The County shall provide mental health and chemical dependency services through a contractual arrangement with Harborview Mental Health Services (HMHS), a community based organization. The total amount of funding pursuant to this agreement shall not exceed \$430,692 of County funds and \$100,000 of City of Seattle funds for the period of January 1, through December 31, 1996.

III. PROGRAM DESCRIPTION

A. GOAL

Non-incarceration alternatives shall be available for residents of King County who appear to have a mental illness, or a mental illness and chemical dependency, whose needs can be more appropriately addressed through the mental health and/or chemical dependency treatment systems rather than through the criminal justice system.

B. OBJECTIVES

Under the County's contract with HMHS, HMHS shall:

- 1: Screen, divert, assess, and link with needed mental health, chemical dependency, and/or other services those referred individuals who appear to have a mental illness, or who have a mental illness and chemical dependency, who are referred because of their involvement with the criminal justice system.
2. Provide assistance with legal and criminal justice issues to assist diverted individuals' progression through the criminal justice system.
3. Reduce the number of repeat bookings and the average length of stay at the King County Correctional Facility (KCCF).

C. ELIGIBLE POPULATION

1. Persons may be referred only by Seattle Police Department (SPD) officers; King County Police Department (KCPD) officers; the KCCF and/or the courts; Harborview Medical Center emergency room social workers; or the County Designated Mental Health Professionals (CDMHPs).
2. Eligible individuals are those individuals who appear to have a mental illness, or a mental illness and chemical dependency, who could have been booked into the KCCF on a misdemeanor charge, or any charged offender who may be released from KCCF pursuant to judicial approval, EXCEPT:

- a. Persons who have been booked into the KCCF (referred by KCCF or the courts) may not:
 - be violent or known to have a history of violence which presents a current threat to public safety, OR
 - have a history of violent behavior toward a specific individual or individuals; OR
 - be under arrest for firearms charges
 - b. Persons who have not been booked into the KCCF (referred by SPD, KCPD, CDMHPs, Harborview Emergency Room) may not, in addition, be under arrest for:
 - domestic violence,
 - violation of a protection order or no contact order, or
 - failure to appear on any of these charges.
3. In order to be eligible for the intensive case management services, the referred individuals must be on the high utilizers list developed by the KCCF.

D. SCOPE OF CHEMICAL DEPENDENCY SERVICES

Under the County's contract with HMHS, HMHS shall assure the availability of chemical dependency counselors for chemical dependency assessment and intervention, link individuals to chemical dependency treatment, refer to Cedar Hills Alcohol and Drug Treatment Facility (CHAT) those individuals in need of residential alcohol/drug treatment, and make referrals to maintain, on a monthly averaged basis, 95% occupancy for eight beds at Cedar Hills.

E. PROGRAM REQUIREMENTS

Under the County's contract with HMHS, HMHS shall be obligated to:

1. Provide Community Diversion and Intensive Case Management services 24 hours, seven days a week. These services shall be provided according to the requirements stipulated below.
2. Provide services according to the following principles:
 - a. No Referral Refusals: accept all referrals made by any of the designated referral sources when such referrals are made in accordance with the current eligibility and exclusionary criteria.
 - b. Assertive Outreach and Engagement: repeat attempts to locate and engage those individuals who have been referred but who may initially reject the CJDP services, as long as the attempts are clinically defensible. When it is no longer clinically defensible to continue the assertive outreach, the documentation is completed and the case is closed.
 - c. Implied Consent: assume consent for engagement unless the individual overtly rejects the engagement attempt. Each engagement attempt represents a new opportunity to obtain consent. Implied consent does not apply to consent for treatment.

3. Provide mobile response to Seattle Police precincts when necessary due to citing officer availability and client need.
4. Provide community diversion services as follows:
 - a. Assure the availability of:
 - screening and assessment to develop a comprehensive, short-term service plan;
 - crisis intervention and stabilization services;
 - psychiatric evaluations;
 - access to emergency and non-emergency interpretative services;
 - access to cultural consultation;
 - medication prescription and administration;
 - referral to appropriate mental health, substance abuse, social, and health services and
 - linkage to appropriate mental health, substance abuse, social, and health services.
 - b. Follow-up on linkages within seven working days to confirm transfer of responsibility.
 - c. Determine eligibility of individuals new to the mental health system for authorization into long-term mental health services and facilitate the authorization process. Follow-up to confirm authorization status prior to closing the case.
 - d. Identify individuals who are currently authorized for long-term mental health services and immediately notify the individual's authorized provider. The authorized provider maintains the responsibility for providing necessary services.
 - e. Refer to the Cedar Hills Alcohol and Drug Treatment beds those individuals in need of residential alcohol/drug treatment. Facilitate discharge planning when necessary discharge referrals include mental health services.
 - f. Refer individuals who are not eligible for long-term mental health or chemical dependency treatment services to the appropriate service resource, if any. This non-eligible population may include, but is not limited to, individuals who have no apparent mental illness but who do have a developmental or physical disability.
 - g. Provide four (4) short stay diversion beds which have a maximum length of stay of 5 days excluding weekends and holidays, and which are accessible 24 hours a day, seven days a week. Provide follow-up support, including the development of any intervention plan which will be necessary at the time of discharge from the bed.
5. Coordinate and integrate the KCCF Liaison services for those individuals who have been booked into the KCCF, so that services are provided as follows:
 - a. KCCF liaison services are provided between 8:00 a.m. and 5:00 p.m., 7 days/week.
 - b. KCCF liaisons assess for eligibility according to defined criteria for referral into mental health and/or chemical dependency services, or other necessary services and

refer eligible individuals to the appropriate service providers for follow-up on release.

- c. KCCF liaisons arrange placement in Cedar Hills Alcohol and Drug Treatment Facility for those individuals in need of residential alcohol/drug treatment on release.
 - d. KCCF liaisons: (1) monitor the legal status of each individual referred to the CJD or authorized for services in the mental health system until case disposition by the courts; (2) facilitate referral to necessary legal services; and (3) participate in required court appearances and related legal proceedings. If the individual has a case manager, the KCCF liaisons consult with the case manager for release planning and assist the case manager to support the individual through the legal process.
6. Provide intensive case management services as follows:
- a. Provide any interventions necessary to stabilize the problems which are causing the individual to reappear in the KCCF. Provide services only until these problems are stabilized. When the criminal justice issues are resolved, refer to the mental health system, chemical dependency system, or other service systems, if the individual requires long term services. Seek authorization for PHP tier reimbursement as soon as the individual's eligibility is established.
 - b. Provide services for a maximum of one (1) year from the date of entry. Service extensions on an individual basis may be negotiated with the County.
7. Other activities:
- a. Provide trainings for SPD and KCPD officers. For SPD officers, CJD staff will provide a minimum of 1 training at each precinct for each watch every three months (a minimum of twelve trainings quarterly). Conduct regular presentations at the SPD Post-Basic Law Enforcement Training. The trainings will include information about the CJD and about how and when to make referrals. They will also be an opportunity to provide feedback on the status of referrals made by police.
 - b. Participate regularly in the CJD PAC. The CJD PAC will meet at least monthly to discuss the CJD program, identify barriers to services, provide feedback to the program's administrators, and make program improvement recommendations to the KCMHD.
 - c. Participate with the KCMHD and the CJD PAC in measuring, reporting and evaluating the CJD program. Participate in the collection of the data necessary to evaluate the clinical, fiscal, and administrative impact of the project. This report will contain measures of recidivism and cost avoidance in the criminal justice system.
 - d. Maintain working agreements with each King County ACCESS provider which specify when and how referrals shall be made from CJD to ACCESS, and how

responsibility for treatment planning and service delivery shall be transferred from CJDp to the ACCESS provider accepting the referral.

- e. Maintain working agreements which specify protocols with Cedar Hills Alcohol and Drug Treatment Facility.
8. The Agency may subcontract with another provider for any of the required services. Any subcontract(s) for services must be approved by the County.

F. KCMHD RESPONSIBILITIES

The KCMHD shall engage in activities designed to remove barriers to linkages within the mental health system.

The City reserves the right to determine whether requirements have been completed.

IV. KING COUNTY REPORTING REQUIREMENTS

1. The County shall require the following from HMHS:
 - a. The Agency shall submit a comprehensive Monthly Report that addresses each service requirement of VI.A.1.b. of this Agreement. Quarterly, the Agency shall submit a report that addresses each outcome measure of VI.A.2.d. of this Agreement.
 - b. The County shall notify the Agency within ten (10) days of receipt of the Monthly Report of program requirement performance issues or concerns. If the Agency does not document specific action in response to documented County concerns prior to the subsequent Monthly Report, the County may institute formal corrective actions.
 - c. In addition to the monthly reports required in VI.A.1., BILLING INVOICE PACKAGE, HMHS will produce, in a format approved by the County, a written report due 20 working days after December 31, 1996. This report will include information on the program structure; staffing and schedules; summary data on training; demographics of individuals screened, diverted, and linked to mental health and chemical dependency services; and program successes and barriers to services.
2. The County will provide the following reports to the City's Department of Housing and Human Services:
 - a. Quarterly
 - A quarterly summary (by months within the quarter) describing number of clients seen and services provided.
 - Minutes of the Advisory Committee meetings held during the quarter.
 - Any special evaluation, monitoring, or audit reports issued during the quarter.
 - b. Annually
 - Copy of any semi-annual, annual and evaluation reports for 1996.

V. NON-DISCRIMINATION

During the performance of this Agreement, the County agrees as follows:

- A. **County Policies:** The County will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The County will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B. **Documentation:** The County will, prior to commencement and during the term of this Agreement, furnish to the Director of the City's Department of Administrative Services or such official's designee or such official's functional successor (hereinafter referred to as the "DAS Director") upon his/her request and on such form as may be provided by the DAS Director therefor, a report of the affirmative action taken by the County in implementing the terms of these provisions, and will permit access to the County's records of employment, employment advertisements, application forms, other pertinent data and records requested by the DAS Director for the purposes of investigation to determine compliance with this provision.
- C. **Violation:** If, upon investigation, the DAS Director finds probable cause to believe that the County has failed to comply with any of the terms of these provisions, the County and the DHHS Director shall be notified in writing. The DHHS Director shall give the County an opportunity to be heard, after ten days' notice. If the DHHS Director concurs in the findings of the DAS Director, the DHHS Director may suspend the Agreement and/or withhold any funds due or to become due to the County, pending compliance by the County with the terms of these provisions.
- D. **Material Breach:** Failure to comply with any terms of these provisions shall be a material breach of this Agreement.
- E. **Application to Subcontracts:** The provisions of this section shall be inserted in all subcontracts for work covered by this Agreement.

VI. COMPENSATION AND METHOD OF PAYMENT

- A. In its contract with HMHS, the County shall ensure the following compensation and method of payment:

1. BILLING INVOICE PACKAGE

- a. The Reimbursement Request Summary will be the cover page of the Billing Invoice Package. It shall list the requested reimbursement and shall be in a format approved by the County. The Agency shall submit a Reimbursement Request Summary to the County within 20 working days after the end of each calendar month, except at the end of the year when an earlier date may be required.
- b. For the months of January - December, 1996, the billing package shall consist of the Reimbursement Request Summary and a Monthly Report, in a format approved by the County, of service requirements achieved by the Agency, beginning January 1, as outlined below:

SERVICE REQUIREMENT	REPORTING REQUIREMENT
<p>a. <u>Screenings</u> - CJDP staff will screen 100% of all referrals from SPD, KCPD, and the KCCF. If, on a quarterly averaged basis, referrals fall below 60 per month from the SPD, KCPD, and the KCCF combined, CJDP will: 1) assess and document the reasons for the decline, 2) initiate and document interventions to increase referrals; and 3) document the outcome of the interventions.</p>	<p>Number of referrals by source; number of referrals screened, by source</p> <p>Analysis, interventions, and outcomes</p>
<p>b. <u>Diversions</u> - CJDP staff will divert, on a quarterly averaged basis, 45 new unenrolled clients per month. If, on a quarterly averaged basis, diversions fall below 45 new unenrolled clients per month, CJDP will: 1) assess and document the reasons for the decline; 2) initiate and document interventions to increase referrals; and 3) document the outcome of the interventions.</p>	<p>Analysis, interventions, and outcomes</p>
<p>c. <u>Linkages</u> - CJDP staff will link, on a quarterly averaged basis, 30 clients per month of the CJDP community diversion caseload which has received face-to-face services, to agencies for mental health, chemical dependency, or other services.</p>	<p>Number of linkages; services to which linked; number of individuals served face-to-face in community diversion</p>
<p>d. <u>Re-linkages</u> - CJDP staff will re-link 100% of CJDP referrals from SPD and KCPD who are determined to be enrolled for service at other agencies.</p>	<p>Number of referrals from SPD and KCPD; number of re-linkages; providers to which linked</p>
<p>e. <u>Intensive Case Management Services</u> - CJDP staff will provide, on a quarterly averaged basis, intensive case management services to high utilizers of the KCCF as follows: 1st Quarter - ≥ 30 Clients served 2nd Quarter - ≥ 40 Clients served 3rd Quarter - ≥ 50 Clients served 4th Quarter - ≥ 60 Clients served</p>	<p>Number and names of persons entered into intensive case management</p>
<p>f. <u>Cedar Hills</u> - CJDP staff will make referrals to maintain, on a quarterly averaged basis, 95% occupancy for eight beds at Cedar Hills.</p>	<p>Number of referrals to Cedar Hills</p>

<p>g. <u>Assistance with Legal Issues</u> - CJDP staff will provide assistance with legal issues to 95% of clients with an active legal status upon referral (i.e. assistance includes being present in court when a client is required to appear; providing court status reports; court notification when CJDP staff close a case with an open court status; and attempts to clear charges in other jurisdictions when there are outstanding warrants).</p>	<p>Number of persons with active legal status at time of referral; number of persons assisted and the kind of assistance each person was provided</p>
<p>h. <u>Trainings</u> - CJDP staff will provide at least 48 roll-call trainings for SPD for the contract period.</p>	<p>Number of trainings by precinct and watch</p>
<p>i. <u>Diversion Beds</u> - CJDP staff will document the demand for the short-stay diversion beds.</p>	<p>Number of persons placed; range, median, and average length of stay; disposition; number of bed days occupied; number of persons who needed a bed who were unable to be placed because the beds were full</p>

2. METHOD OF PAYMENT

- a. Reimbursement shall be made in accordance with the CJDP Monthly Billing Form to be provided by the County. The unit rate shall be defined as a month of CJDP services as defined by the requirements in this Agreement. The unit rate is based upon funds currently available and will be adjusted upon receipt of City of Seattle funds designated as match for this project. If there is a reduction in amount of reimbursement, the proportion of reduction will be the same for both sources of funds.
- b. The unit rate has been computed as follows: Total County Funds Available, \$355,692.00 divided by 12 months of services = \$29,641.00 per month.
- c. For the months of January - December, 1996, HMHS will receive \$26,677.00 monthly, 90% of the unit rate.
- d. The Provider will receive the other 10% of the monthly unit rate, \$2,964.00, on a quarterly basis (\$8,892.00 per quarter; \$35,568.00 for the contract period) for the achievement of outcomes in the areas of linkages, re-linkages, intensive case management services, screenings, assistance to clients with an active legal status at the time of referral, and provision of services to felons who meet the CJDP eligibility criteria. The available funds will be divided as follows among the outcomes listed below:

Outcome	Percentage	Funds Available
<p>a. <u>Linkages</u> - CJDP staff will link, on a quarterly averaged basis, 30 clients per month of the CJDP community diversion caseload which has received face-to-face services, to agencies for mental health, chemical dependency, or other services. If the number of diversions falls below 45 per month, the following reimbursement schedule will be applied to the number of individuals in the CJDP caseload who have received face-to-face services, excluding those individuals served through the CJDP intensive case management program:</p> <ul style="list-style-type: none"> • $\geq 60\%$ of Clients linked = 100% of quarterly reimbursement (\$5,335) • 50-59% of Clients linked = 90% of quarterly reimbursement (\$4,802) • 40-49% of Clients linked = 80% of quarterly reimbursement (\$4,268) • 30-39% of Clients linked = 60% of quarterly reimbursement (\$3,201) • $\leq 29\%$ of Clients linked = 50% of quarterly reimbursement (\$2,668) 	60%	\$5,335 per quarter \$21,340 for the contract period
<p>b. <u>Re-linkages of Persons to Current Treatment Provider</u> - CJDP staff will re-link 100% of CJDP referrals from SPD and KCPD who are determined to be enrolled for service at other agencies.</p>	5%	\$445 per quarter \$1,780 for the contract period
<p>c. <u>Intensive Case Management Services</u> - on a quarterly averaged basis, CJDP staff will provide intensive case management services to high utilizers of the KCCF as follows:</p> <ul style="list-style-type: none"> • 1st Quarter: ≥ 30 Clients served • 2nd Quarter: ≥ 40 Clients served • 3rd Quarter: ≥ 50 Clients served • 4th Quarter: ≥ 60 Clients served 	20%	\$1,778 per quarter \$7,112 for the contract period
<p>d. <u>Screenings</u> - CJDP staff will screen 100% of all referrals from SPD, KCPD, and the KCCF.</p>	5%	\$445 per quarter \$1,780 for the contract period

e. <u>Assistance with Legal Issues</u> - CJDP staff will provide assistance with legal issues to 95% of clients with an active legal status upon referral (i.e. assistance includes being present in court when a client is required to appear; providing court status reports; court notification when CJDP staff close a case with an open court status; and attempts to clear charges in other jurisdictions when there are outstanding warrants).	5%	\$445 per quarter \$1,780 for the contract period
f. <u>Provision of Services to Felons</u> - CJDP staff will serve felons referred by KCCF who meet the eligibility criteria for the program.	5%	\$444 per quarter \$1,776 for the contract period
Total	100%	\$8,892 per quarter \$35,568 for the contract period

e. Contingent upon an interlocal agreement between the City of Seattle and the County, City of Seattle funds unit rate has been computed as follows: Total City Funds Available: $\$100,000$ divided by 12 months of services = $\$8,333.33$ per month. For the months of January - December, 1996, HMHS will receive $\$7,500.00$ monthly, 90% of the unit rate.

The Provider will receive the other 10% of the monthly unit rate, $\$833.33$, on a quarterly basis ($\$2,500.00$ per quarter; $\$10,000.00$ for the contract period) for the achievement of outcomes in the areas of linkages, re-linkages, intensive case management services, screenings, assistance to clients with an active legal status at the time of referral, and provision of services to felons who meet the CJDP eligibility criteria. The available funds will be divided as follows among the outcomes listed below:

Outcome	Percentage	Funds Available
a. <u>Linkages</u> - CJDP staff will link, on a quarterly averaged basis, 30 clients per month of the CJDP community diversion caseload which has received face-to-face services, to agencies for mental health, chemical dependency, or other services. If the number of diversions falls below 45 per month, the following reimbursement schedule will be applied to the number of individuals in the CJDP caseload who have received face-to-face services, excluding those individuals served through the CJDP intensive case management program: <ul style="list-style-type: none"> • $\geq 60\%$ of Clients linked = 100% of quarterly reimbursement (\$1,500) 	60%	\$1,500 per quarter \$6,000 for the contract period

<ul style="list-style-type: none"> • 50-59% of Clients linked = 90% of quarterly reimbursement (\$1,350) • 40-49% of Clients linked = 80% of quarterly reimbursement (\$1,200) • 30-39% of Clients linked = 60% of quarterly reimbursement (\$900) • ≤ 29% of Clients linked = 50% of quarterly reimbursement (\$750) 		
<p>b. <u>Re-linkages of Persons to Current Treatment Provider</u> - CJDP staff will re-link 100% of CJDP referrals from SPD and KCPD who are determined to be enrolled for service at other agencies.</p>	5%	\$125 per quarter \$500 for the contract period
<p>c. <u>Intensive Case Management Services</u> - on a quarterly averaged basis, CJDP staff will provide intensive case management services to high utilizers of the KCCF as follows:</p> <ul style="list-style-type: none"> • 1st Quarter: ≥30 Clients served • 2nd Quarter: ≥40 Clients served • 3rd Quarter: ≥50 Clients served • 4th Quarter: ≥60 Clients served 	20%	\$500 per quarter \$2,000 for the contract period
<p>d. <u>Screenings</u> - CJDP staff will screen 100% of all referrals from SPD, KCPD, and the KCCF.</p>	5%	\$125 per quarter \$500 for the contract period
<p>e. <u>Assistance with Legal Issues</u> - CJDP staff will provide assistance with legal issues to 95% of clients with an active legal status upon referral (i.e. assistance includes being present in court when a client is required to appear; providing court status reports; court notification when CJDP staff close a case with an open court status; and attempts to clear charges in other jurisdictions when there are outstanding warrants).</p>	5%	\$125 per quarter \$500 for the contract period
<p>f. <u>Provision of Services to Felons</u> - CJDP staff will serve felons referred by KCCF who meet the eligibility criteria for the program.</p>	5%	\$125 per quarter \$500 for the contract period
Total	100%	\$2,500 per quarter \$10,000 for the contract period

With the first payment of 1996, a retroactive payment for the previous months will be made based on the same number of units paid with County funds, according to the schedule in effect at the time, including the application of any percentage reduction which was applied to County funds.

f. The Provider will receive any under-expended County and City funds lost as a result of not meeting the outcome measures in VI.A.2.d. and VI.A.2.e. for successfully reducing the number of KCCF incarcerations and length of stay per KCCF incarceration for clients served in the CJDP program during 1996. This determination will be made at year end upon a review of KCCF records of clients served in the CJDP program. The allocation of any under-expended funds will be 50% for reduction of KCCF incarcerations and 50% for reduction of KCCF length of stay.

B. King County may invoice the City on a quarterly basis for compensation payable under this agreement. Each invoice shall be accompanied by the quarterly reports to be prepared by the County hereunder as well as by the monthly and quarterly reports the County is to receive from HMHS pursuant to subsection IV.1.a. hereof. The City shall pay such invoice within 30 days after the City's receipt and approval of such invoice and reports.

C. For all requirements, if the City and the County determine that the level of service or any reporting requirement has not been met in full by HMHS, the County may, within its discretion, determine what percentage of the deliverables has been met, and will compute the reimbursement for that deliverable as a percentage of the original full amount. If the County reimburses HMHS for less than 100 percent of the maximum reimbursement payable in any quarter to HMHS under its agreement with the County, then the County shall reduce its invoice to the City in a directly proportional manner.

The City reserves the right to determine whether the scheduled requirements have been completed.

The total amount of reimbursement pursuant to this exhibit shall not exceed the amount shown in Section II. WORK STATEMENT of this Agreement.

IN WITNESS WHEREOF, this agreement is executed by the Director of the Department of Community and Human Services for the County and the Director of the Office of Management and Budget for the City, listed below, and shall have full force and effect subject to provisions contained herein.

THE CITY OF SEATTLE

Venerria L. Knox
Signature--Mayor

8/23/96
Date

VENERRIA L. KNOX, DIRECTOR
Department of Housing & Human Services

Director
Department of Housing and Human Services

Date

KING COUNTY

Signature--King County Executive

Date

Director
Department of Community and Human Services

Date