

**NORTH SOUND
BEHAVIORAL HEALTH ADMINISTRATIVE SERVICES ORGANIZATION, LLC
(North Sound BH-ASO)**

**CONTRACT
FOR
RECOVERY NAVIGATOR PROGRAM (RNP)
WITH**

WHATCOM COUNTY

CONTRACT #NORTH SOUND BH-ASO-WHATCOM COUNTY-RNP-23

EFFECTIVE JULY 1, 2023

TABLE OF CONTENTS

1			
2			
3	ARTICLE ONE – DEFINITIONS	.....	7
4	1.1	AGREEMENT	7
5	1.2	BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO).....	7
6	1.3	RECOVERY NAVIGATOR SERVICES	7
7	ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS	.....	8
8	2.1	NETWORK PARTICIPATION	8
9	2.2	PROMOTIONAL ACTIVITIES.....	8
10	2.3	LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS.....	8
11	2.4	NON-DISCRIMINATION	8
12	2.5	NOTICES	9
13	2.6	PROVIDER TRAINING AND EDUCATION.....	10
14	2.7	REPORT DELIVERABLE TEMPLATES.....	10
15	ARTICLE THREE – RECOVERY NAVIGATOR PROGRAM GUIDELINES (RNP)	.....	11
16	ARTICLE FOUR – TERM AND TERMINATION	.....	13
17	4.1	TERM.....	13
18	4.2	TERMINATION WITHOUT CAUSE	13
19	4.3	TERMINATION WITH CAUSE	13
20	4.4	IMMEDIATE TERMINATION	13
21	4.5	TERMINATION DUE TO CHANGE IN FUNDING	13
22	ARTICLE FIVE – FINANCIAL TERMS AND CONDITIONS	.....	16
23	5.1	GENERAL FISCAL ASSURANCES	16
24	5.2	FINANCIAL ACCOUNTING REQUIREMENTS	16
25	ARTICLE SIX – OVERSIGHT AND REMEDIES	.....	18
26	6.1	OVERSIGHT AUTHORITY.....	18
27	6.2	REMEDIAL ACTION.....	18
28	6.3	NOTICE REQUIREMENTS.....	20
29	ARTICLE SEVEN – GENERAL TERMS AND CONDITIONS FOR CONTRACTOR	.....	21
30	7.1	BACKGROUND.....	21
31	7.2	MUTUAL COMMITMENTS.....	21
32	7.3	ASSIGNMENT	21
33	7.4	AUTHORITY	21
34	7.5	COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES	22
35	7.6	COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE	23
36	7.7	CONFIDENTIALITY OF PERSONAL INFORMATION.....	23
37	7.8	CONTRACT PERFORMANCE/ENFORCEMENT.....	23
38	7.9	COOPERATION	23
39	7.10	DEBARMENT CERTIFICATION.....	24
40	7.11	EXCLUDED PARTIES.....	24
41	7.12	DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL	
42		HEALTH PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT	25
43	7.13	EXECUTION, AMENDMENT AND WAIVER	26

1	7.14	HEADINGS AND CAPTIONS	26
2	7.15	INDEMNIFICATION	26
3	7.16	INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO	26
4	7.17	INSURANCE	27
5	7.18	INTEGRATION.....	27
6	7.19	MAINTENANCE OF RECORDS.....	27
7	7.20	NOTICE OF AMENDMENT	28
8	7.21	NO WAIVER OF RIGHTS.....	28
9	7.22	ONGOING SERVICES.....	28
10	7.23	OVERPAYMENTS	28
11	7.24	OWNERSHIP OF MATERIALS	28
12	7.25	PERFORMANCE	29
13	7.26	RESOLUTION OF DISPUTES	29
14	7.27	SEVERABILITY AND CONFORMITY.....	29
15	7.28	SINGLE AUDIT ACT	29
16	7.29	SUBCONTRACTS	30
17	7.30	SURVIVABILITY	31
18	7.31	TREATMENT OF INDIVIDUAL’S PROPERTY.....	31
19	7.32	WARRANTIES	32
20	7.33	CONTRACT CERTIFICATION	32
21			

EXHIBITS

Incorporation of Exhibits

The Provider shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference. To the extent that the terms and conditions of any Exhibit conflicts with the terms and conditions of this base contract, the terms of such Exhibit shall control.

Exhibit A – Supplemental Provider Service Guide [Supplemental Provider Service Guide | North Sound BH-ASO \(nsbhaso.org\)](https://www.nsbhaso.org/Supplemental-Provider-Service-Guide-North-Sound-BH-ASO)

Exhibit B – Budget

Exhibit C – Recovery Navigator Program (RNP) Uniform Program Standards [Recovery Navigator uniform program standards \(nsbhaso.org\)](https://www.nsbhaso.org/Recovery-Navigator-uniform-program-standards)

Exhibit D – Recovery Navigator Program (RNP) Data Collection Workbook (version 6)

Exhibit E – Provider Deliverables

1 **CONTRACT FOR COMMUNITY BEHAVIORAL HEALTH RENTAL ASSISTANCE**
2
3

4 **THIS CONTRACT FOR THE PARTICIPATION IN THE NORTH SOUND INTEGRATED CARE NETWORK**

5 **CONTRACT** (the "Contract"), pursuant to RCW Chapter 71.24 and all relevant and associated statutes,
6 as amended, is made and entered into by and between the NORTH SOUND BEHAVIORAL HEALTH
7 ADMINISTRATIVE SERVICES ORGANIZATION, LLC (North Sound BH-ASO), a governmental limited
8 liability company pursuant to RCW Chapter 71.24, 2021 College Way, Suite 101, Mount Vernon, WA
9 98273 and WHATCOM COUNTY, (Provider), a Washington Behavioral Health Agency, 509 Girard
10 Street, Bellingham, WA 98225.

11
12 **I. RECITALS**
13

14 **WHEREAS**, Island County, San Juan County, Snohomish County, Skagit County and Whatcom County
15 (the County Authorities), as defined by RCW 71.24.025 (18), entered into a Joint County Authority BH-
16 ASO Interlocal Operating Agreement to cooperatively provide a community health program and
17 regional system of care, with the collective goal of consolidating administration, reducing
18 administrative layering and reducing administrative costs, consistent with the State of Washington's
19 legislative policy as set forth in RCW Chapter 71.24 (Operating Agreement); and
20

21 **WHEREAS**, North Sound BH-ASO is a governmental limited liability company formed by an
22 operating agreement entered into by the foregoing five (5) County Authorities in response to a request
23 for a detailed plan and to contract with the State of Washington to operate as a Regional Support
24 Network until April 1, 2016 and as a Behavioral Health Organization as of April 1, 2016, and as an
25 Administrative Services Organization as of July 1, 2019 as provided for in RCW 71.24.100 and Chapter
26 25.15.
27

28 **WHEREAS**, the Operating Agreement provides a means for each County Authority to share in the
29 cost of behavioral health services, for payment of services and for the audit of funds, as provided for
30 in RCW 71.24.100 and provides for the joint supervision and operation of services and facilities, as
31 provided for in RCW 71.24.110.
32

33 **WHEREAS**, North Sound BH-ASO anticipates increased need for behavioral health services in the
34 community and recognizes the need for expansion of services and strengthening of cooperation among
35 service providers to meet this challenge; and
36

37 **WHEREAS**, North Sound BH-ASO is engaged in the administration of services.
38

39 **WHEREAS**, Provider is engaged in the provision of recovery navigator services within Whatcom
40 County; and

1 **WHEREAS**, North Sound BH-ASO desires that Provider provide, market, distribute and otherwise
2 do all things necessary to deliver Services in the County;

3
4 **WHEREAS**, the parties to this Contract desire to promote the continuity of care for individuals,
5 avoid service disruption, ensure the provision of behavioral health services and strengthen the
6 regional service network; and

7
8 **WHEREAS**, the parties also wish to enter into a Business Associate Agreement (BAA) to ensure
9 compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability
10 Act of 1996 (HIPAA Privacy and Security Rules, 45 CFR Parts 160 and 164); now, therefore,

11
12 **THE PARTIES AGREE AS FOLLOWS:**

13
14 **II. CONTRACT**

15
16 The effective date of this Contract is July 1, 2023.

17
18 **WHEREAS**, North Sound BH-ASO has been advised that the foregoing are the current funding
19 sources, funding levels and effective dates as described in Exhibit B; and

20
21 **WHEREAS**, North Sound BH-ASO desires to have recovery navigator services performed by the
22 Provider as described in Exhibit C;

23
24 **WHEREAS**, the Provider represents and warrants that North Sound BH-ASO is authorized to
25 negotiate and execute provider agreements, including this Agreement, and to bind the Provider to the
26 terms and conditions of this Agreement;

27
28 **WHEREAS**, North Sound BH-ASO intends to implement mechanisms to ensure the availability of
29 contracted providers and for establishing standards for the number and geographic distribution of
30 contracted providers and key specialty providers in accordance with applicable law;

31
32 **WHEREAS**, Providers contracted with North Sound BH-ASO for participation in the North Sound
33 provider Network(Participating Providers) will deliver behavioral health recovery navigator services to
34 individuals within the scope of their licensure or accreditation; and

35
36 **NOW THEREFORE**, in consideration of payments, covenants, and agreements hereinafter
37 mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

1 **ARTICLE ONE – DEFINITIONS**

2 For purposes of this Agreement, the following terms shall have the meanings set forth below.

3 **1.1 AGREEMENT**

4 The Contract for participation in the North Sound provider network entered into between
5 North Sound BH-ASO and Provider, including all attachments and incorporated documents or
6 materials, including the CBRA Guidelines which is Exhibit A thereof.
7

8 **1.2 BEHAVIORAL HEALTH ADMINISTRATIVE SERVICE ORGANIZATION (BH-ASO)**

9 BH-ASO means an entity selected by the Medicaid Agency to administer behavioral health
10 programs, including crisis services for individuals in a fully integrated managed care regional
11 service area. The BH-ASO administers crisis services for all individuals in its defined regional
12 service area, regardless of an individual's ability to pay.
13

14 **1.3 RECOVERY NAVIGATOR SERVICES**

15 Program to provide social services to individuals who intersect with police because of
16 simple drug possession and /or people who have frequent contact criminal legal system
17 contact because of unmet behavioral health needs. The program is intended to serve
18 people who are at risk of arrest or already have been involved in the criminal legal
19 system.
20
21

ARTICLE TWO – NETWORK PROVIDER OBLIGATIONS

This Agreement, North Sound BH-ASO’s Supplemental Provider Service Guide, Policies and Procedures (P&P), Contract Exhibits, the Contract Boilerplate, and their revisions each specify North Sound BH-ASO’s requirements for the array of services to be provided. Unless otherwise specified, these materials shall be regarded as the source documents for compliance with program requirements. In the event of any inconsistency between the requirements of such documents, the more stringent shall control.

2.1 NETWORK PARTICIPATION

Provider shall participate as part of the North Sound BH-ASO for services specified in this Contract. Provider agrees that its practice information may be used in North Sound BH-ASO and Health Care Authority (HCA) provider directories, promotional materials, advertising and other informational material made available to the public. Such practice information includes, but is not limited to, name, address, telephone number, hours of operation and type of services. Provider shall promptly notify North Sound BH-ASO within 30 days of any changes in this information.

2.2 PROMOTIONAL ACTIVITIES

At the request of North Sound BH-ASO, Provider shall display promotional materials in its offices and facilities as practical, in accordance with applicable law and cooperate with and participate in all reasonable marketing efforts. Provider shall not use any North Sound BH-ASO name in any advertising or promotional materials without the prior written permission of North Sound BH-ASO.

2.3 LICENSURE, CERTIFICATION AND OTHER STATE AND FEDERAL REQUIREMENTS

Provider shall hold all necessary licenses, certifications, and permits required by law, as applicable, for the performance of services to be provided under this Agreement. Provider shall maintain its licensure and applicable certifications in good standing, free of disciplinary action, and in unrestricted status throughout the term of this Agreement. Provider’s loss or suspension of licensure or other applicable certifications, or its exclusion from any federally funded health care program, including Medicare and Medicaid, may constitute cause for immediate termination of this Agreement. Provider warrants and represents that each employee subcontractor, who is subject to professional licensing requirements, is duly licensed to provide Behavioral Health Services. Provider shall ensure each employee and subcontractor have and maintains in good standing for the term of this Agreement the licenses, permits, registrations, certifications, and any other governmental authorizations to provide such services.

2.4 NON-DISCRIMINATION

2.4.1 Enrollment

Provider shall not differentiate or discriminate in providing services to individuals because of race, color, religion, national origin, ancestry, age, marital status, gender

identity, sexual orientation, physical, sensory or mental handicap, socioeconomic status, or participation in publicly financed programs of health care services. Provider shall render services to individuals in the same location, in the same manner, in accordance with the same standards, and within the same time availability regardless of payor.

2.4.2 Employment

Provider shall not differentiate or discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, height, weight, marital status, gender identity, sexual orientation, physical, sensory or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

2.5 NOTICES

2.5.1 Critical Incident Reporting

Provider shall send immediate notification to North Sound BH-ASO of any Critical Incident involving an individual. Notification shall be made during the business day on which Provider becomes aware of the Critical Incident. If Provider becomes aware of a Critical Incident involving an individual after business hours, Provider shall provide notice to North Sound BH-ASO as soon as possible the next business day. Provider shall provide to North Sound BH-ASO all available information related to a Critical Incident at the time of notification, including: a description of the event, the date and time of the incident, the incident location, incident type, information about the individuals involved in the incident and the nature of their involvement; the individual's or other involved individuals' service history with Provider; steps taken by Provider to minimize potential or actual harm; and any legally required notification made by Provider. Upon North Sound BH-ASO's request, and as additional information becomes available, Provider shall update the information provided regarding the Critical Incident and, if requested, shall prepare a written report regarding the Critical Incident, including any actions taken in response to the incident, the purpose for which such actions were taken, any implications to Provider's delivery system and efforts designed to prevent or lessen the possibility of future similar incidents. Reporting shall comport with North Sound BH-ASO Supplemental Provider Service Guide and applicable P&Ps.

2.5.2 Termination of Services

Provider shall provide North Sound BH-ASO at least 120 calendar days written notice before provider, any clinic, or subcontractor ceases to provide services to individuals.

2.5.3 Reporting Fraud

Provider shall comply with RCW 48.135 concerning Insurance Fraud Reporting and shall notify North Sound BH-ASO Compliance Department of all incidents or occasions

of suspected fraud, waste, or abuse involving Services provided to an individual. Provider shall report a suspected incident of fraud, waste or abuse, including a credible allegation of fraud, within five (5) business days of the date Provider first becomes aware of, or is on notice of, such activity. The obligation to report suspected fraud, waste, or abuse shall apply if the suspected conduct was perpetrated by Provider, Provider's employee, agent, subcontractor, or individual. Provider shall establish P&P's for identifying, investigating, and taking appropriate corrective action against suspected fraud, waste, or abuse. Detailed information provided to employees and subcontractors regarding fraud and abuse P&P's and the false Claims Act and the Washington false claims statutes RCW Chapter 74.66 and 74.09.210. Upon request by North Sound BH-ASO, and/or HCA, Provider shall confer with the appropriate State agency prior to or during any investigation into suspected fraud, waste, or abuse.

2.6 PROVIDER TRAINING AND EDUCATION

Upon the request of North Sound BH-ASO, the Provider shall participate in training when required by the North Sound BH-ASO and/or Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity Technical Support Team.

2.6.1 Exception to required training

Requests to allow an exception to participation in a required training must be in writing and include a plan for how the required information will be provided to targeted provider staff.

2.7 REPORT DELIVERABLE TEMPLATES

As applicable, templates for all reports that the Provider is required to submit to North Sound BH-ASO are hereby incorporated in Exhibit E of this Contract. North Sound BH-ASO may update the templates from time to time, and any such updated templates will also be incorporated by reference into this Contract. The report templates are located at:

<https://www.nsbhaso.org/for-providers/forms>

1 **ARTICLE THREE – RECOVERY NAVIGATOR PROGRAM GUIDELINES (RNP)**

2 Providers shall comply with all the requirements, policies and procedures in the most up-to-date
3 version of the [Recovery Navigator Uniform Program Standards](#).

4
5 The intent of Recovery Navigator Programs is to provide social services to individuals who intersect
6 with police because of simple drug possession (ESB 5476§13) and/or people who have frequent
7 criminal legal system contact because of unmet behavioral healthcare needs. As these programs
8 develop, many people will be referred to services who need and deserve care. These programs are
9 intended to serve people who are at risk of arrest, or already have been involved in the criminal legal
10 system.

11
12 Recovery Navigator Programs should be designed to serve those who cannot, on their own, grab hold
13 of whatever safety-net services might be locally available. Recovery Navigator programs will establish
14 a new system of response and care for people who live with unmanaged behavioral health needs,
15 deep experiences of complex trauma, cognitive disabilities, persistent poverty, and often lifelong
16 experiences of punishment, failure, betrayal, and marginalization—people who are not served by
17 office-based, appointment-based, time-delimited care.

18
19 Coordination and communication between law enforcement, prosecutors, program staff, medical
20 providers, and community partners is essential to the success of these programs

21
22 Eligible Population for Social Service referrals Funded Under This Contract:

- 23
24 • Individuals who intersect with police because of simple drug possession (ESB 5476§13) and/or
25 people who have frequent criminal legal system contact because of unmet behavioral
26 healthcare needs.

27 *See: Uniform Program Standards and Policies*

28
29 Providers shall commit to prioritizing Social Service referrals for the priority populations described
30 below:

- 31
32 • Individuals with SUD and co-occurring substance use disorder and mental health who are at
33 risk of arrest and/or have frequent contact with first responders, community members,
34 friends, family, and who could benefit from being connected to supportive resources and
35 public health services when amenable
36 • Individuals who have frequent criminal legal system contact because of unmet behavioral
37 healthcare needs.
38 • Individuals who are at risk of arrest, or already have been involved in the criminal justice
39 system. Individuals who cannot, on their own, access local safety-net services.
40 • Individuals who are not served by office-based, appointment-based, time-limited care.

41 *See: Exhibit A – Supplemental Provider Service Guide*
42

1 Providers shall submit the following deliverables on time with truthful, accurate information:

2

3 • Recovery Navigator Program Quarterly Data Collection Tools

4 See: *Exhibit D, RNP Data Collection Workbook (version 6)*

ARTICLE FOUR – TERM AND TERMINATION

4.1 TERM

This Agreement is effective on July 1, 2023 and will remain in effect for an initial term of 1 year (Initial Term), after which it will automatically renew for successive terms of 1 year each (Renewal Term), unless this Agreement is sooner terminated as provided in this Agreement or either Party gives the other Party written notice of non-renewal of this Agreement not less than 180 days prior to the end of the current term.

4.2 TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either party upon providing at least 90 days written notice to the other party.

4.3 TERMINATION WITH CAUSE

Either party may terminate this Agreement by providing the other party with a minimum of 10 business days prior written notice in the event the other party commits a material breach of any provision of this Agreement. Said notice must specify the nature of said material breach. The breaching party shall have 7 business days from the date of the breaching party's receipt of the foregoing notice to cure said material breach. In the event the breaching party fails to cure the material breach within said 7 business day period, this Agreement shall automatically terminate upon expiration of the 10 business days' notice period.

4.4 IMMEDIATE TERMINATION

Unless expressly prohibited by applicable regulatory requirements, North Sound BH-ASO may immediately suspend or terminate the participation of a Provider in any or all products or services by giving written notice thereof to Provider when North Sound BH-ASO determines that (i) based upon available information, the continued participation of the Provider appears to constitute an immediate threat or risk to the health, safety or welfare of individual(s), or (ii) Provider's fraud, malfeasance, or non-compliance with any regulatory requirements is reasonably suspected. During such suspension, the Provider shall, as directed by North Sound BH-ASO, discontinue the provision of all or a particular contracted Service to individual(s). During the term of any suspension, Provider shall notify individual(s) that their status as a Provider has been suspended. Such suspension will continue until the Provider's participation is reinstated or terminated.

4.5 TERMINATION DUE TO CHANGE IN FUNDING

In the event funding from Health Care Authority, State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to its normal completion, either party may terminate this Contract subject to re-negotiations.

4.5.1 TERMINATION PROCEDURE

The following provisions shall survive and be binding on the parties in the event this Contract is terminated:

1 4.5.1.1 Provider and any applicable subcontractors shall cease to perform any
2 services required by this Contract as of the effective date of termination and
3 shall comply with all reasonable instructions contained in the notice of
4 termination which are related to the transfer of individuals, distribution of
5 property and termination of services. Each party shall be responsible only
6 for its performance in accordance with the terms of this Contract rendered
7 prior to the effective date of termination. Provider and any applicable
8 subcontractors shall assist in the orderly transfer/transition of the
9 individuals served under this Contract. Provider and any applicable
10 subcontractors shall promptly supply all information necessary for the
11 reimbursement of any outstanding Medicaid claims.

12 4.5.1.2 Provider and any applicable subcontractors shall immediately deliver to
13 North Sound BH-ASO's Program Administrator or their successor, all North
14 Sound BH-ASO assets (property) in Provider and any applicable
15 subcontractor's possession and any property produced under this Contract.
16 Provider and any applicable subcontractors grant North Sound BH-ASO the
17 right to enter upon Provider and any applicable subcontractor's premises for
18 the sole purpose of recovering any North Sound BH-ASO property that
19 Provider and any applicable subcontractors fails to return within 10 business
20 days of termination of this Contract. Upon failure to return North Sound BH-
21 ASO property within 10 business days of the termination of this Contract,
22 Provider and any applicable subcontractors shall be charged with all
23 reasonable costs of recovery, including transportation and attorney's fees.
24 Provider and any applicable subcontractors shall protect and preserve any
25 property of North Sound BH-ASO that is in the possession of Provider and
26 any applicable subcontractors pending return to North Sound BH-ASO.

27 4.5.1.3 North Sound BH-ASO shall be liable for and shall pay for only those services
28 authorized and provided through the date of termination. North Sound BH-
29 ASO may pay an amount agreed to by the parties for partially completed
30 work and services, if work products are useful to or usable by North Sound
31 BH-ASO.

32 4.5.1.4 If the Program Administrator terminates this Contract for default, North
33 Sound BH-ASO may withhold a sum from the final payment to Provider that
34 North Sound BH-ASO determines is necessary to protect North Sound BH-
35 ASO against loss or additional liability occasioned by the alleged default.
36 North Sound BH-ASO shall be entitled to all remedies available at law, in
37 equity, or under this Contract. If it is later determined Provider was not in
38 default, or if Provider terminated this Contract for default, Provider shall be
39 entitled to all remedies available at law, in equity, or under this Contract.

40
41 Should the contract be terminated by either party, North Sound BH-ASO will
42 require the spend-down of all remaining reserves and fund balances within
43 the termination period. Funds will be deducted from the final months'
44 payments until reserves and fund balances are spent. Should the contract be

1 terminated by either party, Provider shall be responsible to provide all
2 behavioral health services through the end of the month for which they have
3 received payment.

1 **ARTICLE FIVE – FINANCIAL TERMS AND CONDITIONS**

2 **5.1 GENERAL FISCAL ASSURANCES**

3 Provider shall comply with all applicable laws and standards, including Generally Accepted
4 Accounting Principles and maintain, at a minimum, a financial management system that is a
5 viable, single, integrated system with sufficient sophistication and capability to effectively and
6 efficiently process, track and manage all fiscal matters and transactions. The parties'
7 respective fiscal obligations and rights set forth in this section shall continue after termination
8 of this Contract until such time as the financial matters between the parties resulting from this
9 Contract are completed.

10
11 **5.2 FINANCIAL ACCOUNTING REQUIREMENTS**

12 Provider shall:

13
14 5.2.1 Limit Administration costs to no more than 10% of the annual revenue supporting the
15 public behavioral health system operated by Provider. Administration costs shall be
16 measured on a fiscal year basis and based on the information reported in the Revenue
17 and Expenditure Reports and reviewed by North Sound BH-ASO.

18 5.2.2 The Provider shall establish and maintain a system of accounting and internal controls
19 which complies with generally accepted accounting principles promulgated by the
20 Financial Accounting Standards Board (FASB), the Governmental Accounting Standards
21 Board (GASB), or both as is applicable to the Provider's form of incorporation.

22 5.2.3 Ensure all North Sound BH-ASO funds, including interest earned, provided pursuant to
23 this Contract, are used to support the public behavioral health system within the
24 Service Area;

25 5.2.4 Produce annual, audited financial statements upon completion and make such reports
26 available to North Sound BH-ASO upon request.

27
28 5.2.4.1 **Financial Reporting**

29 Provider shall provide the following reports to North Sound BH-ASO:

30 5.2.4.1.1 The North Sound BH-ASO shall reimburse the Provider for
31 satisfactory completion of the services and requirements
32 specified in this Contract and its attached exhibit(s).

33 5.2.4.1.2 The Provider shall submit an invoice within 30 days from the
34 service month (i.e., services in June invoiced on or before August
35 1st) along with all accompanying reports as specified in the
36 attached exhibit(s), including its final invoice and all outstanding
37 reports. The North Sound BH-ASO shall initiate authorization for
38 payment to the Provider not more than 30 days after a timely,
39 complete and accurate invoice is received.

40 5.2.4.1.3 The Provider shall submit its final invoice and all outstanding
41 reports as specified in this contract and its attached exhibit(s). If
42 the Provider's final invoice and reports are not submitted as
43 specified in this contract and its attached exhibit(s), the North

1
2
3

Sound BH-ASO will be relieved of all liability for payment to the
Provider of the amounts set forth in said invoice or any
subsequent invoice.

ARTICLE SIX – OVERSIGHT AND REMEDIES

6.1 OVERSIGHT AUTHORITY

North Sound BH-ASO, HCA, DSHS, Office of the State Auditor, the Department of Health (DOH), the Comptroller General, or any of their duly-authorized representatives have the authority to conduct announced and unannounced: a) surveys, b) audits, c) reviews of compliance with licensing and certification requirements and compliance with this Contract, d) audits regarding the quality, appropriateness and timeliness of behavioral health services of Provider and subcontractors and e) audits and inspections of financial records of Provider and subcontractors.

Provider shall notify North Sound BH-ASO when an entity other than North Sound BH-ASO performs any audit described above related to any activity contained in this Contract.

In addition, North Sound BH-ASO will conduct reviews in accordance with its oversight of resource, utilization and quality management, as well as, ensure Provider has the administrative and fiscal structures to enable them to perform in accordance with the terms of the contract. Such reviews may include, but are not limited to: program integrity, administrative structures reviews, fiscal management and contract compliance. Reviews may include desk reviews, requiring Provider to submit requested information. North Sound BH-ASO will also review any activities delegated under this contract to Provider.

6.2 REMEDIAL ACTION

North Sound BH-ASO may require Provider to plan and execute corrective action. Corrective Action Plan (CAP) developed by Provider must be submitted for approval to North Sound BH-ASO within 30 calendar days of notification. CAP must be provided in a format acceptable to North Sound BH-ASO. North Sound BH-ASO may extend or reduce the time allowed for corrective action depending upon the nature of the situation as determined by North Sound BH-ASO.

6.2.1 CAP must include:

6.2.1.1 A brief description of the findings; and

6.2.1.2 Specific actions to be taken, a timetable, a description of the monitoring to be performed, the steps taken and responsible individuals that will reflect the resolution of the situation.

6.2.2 CAP may:

Require modification of any P&P by Provider relating to the fulfillment of its obligations pursuant to this Contract.

1 6.2.3 CAP is subject to approval by North Sound BH-ASO, which may:

- 2
- 3 6.2.3.1 Accept the plan as submitted;
- 4 6.2.3.2 Accept the plan with specified modifications;
- 5 6.2.3.3 Request a modified plan; or
- 6 6.2.3.4 Reject the plan.
- 7

8 6.2.4 Provider agrees North Sound BH-ASO may initiate remedial action as outlined in

9 subsection (6.2.5) below if North Sound BH-ASO determines any of the following

10 situations exist:

11

- 12 6.2.4.1 If a problem exists that poses a threat to the health or safety of any person
- 13 or poses a threat of property damage/an incident has occurred that
- 14 resulted in injury or death to any person/resulted in damage to property.
- 15 6.2.4.2 Provider has failed to perform any of the behavioral health services
- 16 required in this Contract, which includes the failure to maintain the
- 17 required capacity as specified by North Sound BH-ASO to ensure enrolled
- 18 individuals receive medically necessary services, including delegated
- 19 functions; except, that no remedial action pursuant to subsection (6.2.5)
- 20 hereof shall be taken if such failure to maintain required capacity is due to
- 21 any interruption in, or depletion of the available amount of money to
- 22 Provider as described in Exhibit B of this contract for purposes of
- 23 performing services under this contract; however, in such an instance,
- 24 North Sound BH-ASO may terminate all or part of this contract on as little
- 25 as 30 days written notice.
- 26 6.2.4.3 Provider has failed to develop, produce and/or deliver to North Sound BH-
- 27 ASO any of the statements, reports, data, data corrections, accountings,
- 28 claims and/or documentation described herein, in compliance with all the
- 29 provisions of this Contract.
- 30 6.2.4.4 Provider has failed to perform any administrative function required under
- 31 this Contract, including delegated functions. For the purposes of this
- 32 section, "administrative function" is defined as any obligation other than
- 33 the actual provision of behavioral health services.
- 34 6.2.4.5 Provider has failed to implement corrective action required by the state
- 35 and within North Sound BH-ASO prescribed timeframes.
- 36

37 6.2.5 North Sound BH-ASO may impose any of the following remedial actions in response

38 to findings of situations as outlined above.

39

- 1 6.2.5.1 Withhold two (2%) percent of the next monthly payment and each monthly
2 payment thereafter until the corrective action has achieved resolution.
3 North Sound BH-ASO, at its sole discretion, may return a portion or all of
4 any payments withheld once satisfactory resolution has been achieved.
5 6.2.5.2 Compound withholdings identified above by an additional one-half of one
6 percent (1/2 of 2%) for each successive month during which the remedial
7 situation has not been resolved.
8 6.2.5.3 Revoke delegation of any function delegated under this contract.
9 6.2.5.5 Deny any incentive payment to which Provider might otherwise have been
10 entitled under this Contract or any other arrangement by which DBHR
11 provides incentives.
12 7.2.5.5 Termination for Default, as outlined in this Contract
13

14 6.3 **NOTICE REQUIREMENTS**

15 Whenever this Contract provides for notice to be provided by one (1) party to another, such
16 notice shall be in writing and directed to the chief executive office of the Provider and/or
17 project representative. Any time within which a party must take some action shall be
18 computed from the date that the notice is received by said party.
19

1 **ARTICLE SEVEN – GENERAL TERMS AND CONDITIONS FOR CONTRACTOR**
2

3 7.1 **BACKGROUND**

4 North Sound BH-ASO is an entity formed by inter-local agreement between Island, San Juan,
5 Skagit, Snohomish and Whatcom Counties, each county authority is recognized by the
6 Director of HCA (Director). These counties entered into an inter-local agreement to allow
7 North Sound BH-ASO to contract with the Director pursuant to RCW 71.24.025(18), to operate
8 a single managed system of services for persons with behavioral illness living in the service
9 area covered by Island, San Juan, Skagit, Snohomish and Whatcom Counties (Service Area).
10 North Sound BH-ASO is party to an interagency agreement with the Director, pursuant to
11 which North Sound BH-ASO has agreed to provide integrated community support, crisis
12 response services to people needing such services in its Service Area. North Sound BH-ASO,
13 through this Contract, is subcontracting with Provider for the provision of specific behavioral
14 health services as required by the agreement with the Director. Provider, by signing this
15 Contract, attests it is willing and able to provide such services in the Service Area.
16

17 7.2 **MUTUAL COMMITMENTS**

18 The parties to this Contract are mutually committed to the development of an efficient, cost
19 effective, integrated, person-centered, age specific recovery and resilience model approach to
20 the delivery of quality community behavioral health services. To that end, the parties are
21 mutually committed to maximizing the availability of resources to provide needed behavioral
22 health services in the Service Area, maximizing the portion of those resources used for the
23 provision of direct services and minimizing duplication of effort.
24

25 7.3 **ASSIGNMENT**

26 Except as otherwise provided within this Contract, this Contract may not be assigned,
27 delegated, or transferred by Provider without the express written consent of North Sound BH-
28 ASO and any attempt to transfer or assign this Contract without such consent shall be void.
29 The terms “assigned”, “delegated”, or “transferred” shall include change of business structure
30 to a limited liability company of any Provider Member or Affiliate Agency.
31

32 7.4 **AUTHORITY**

33 Concurrent with the execution of this Contract, Provider shall furnish North Sound BH-ASO
34 with a copy of the explicit written authorization of its governing body to enter into this
35 Contract and accept the financial risk and responsibility to carry out all terms of this Contract
36 including the ability to pay for all expenses incurred during the contract period. Likewise,
37 concurrent with the execution of this Contract, North Sound BH-ASO shall furnish, upon
38 request, Provider with a written copy of the motion, resolution, or ordinance passed by North
39 Sound BH-ASO’s County Authorities Executive Committee authorizing North Sound BH-ASO to
40 execute this Contract.
41

1 **7.5 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OPERATIONAL POLICIES**

2 The parties shall comply with all relevant state or federal law, policy, directive, or government
3 sponsored program requirements relating to the subject matter of this Agreement. The
4 provisions of this Agreement shall be construed in a manner that reflects consistency and
5 compliance with such laws, policies and directives. Without limiting the generality of the
6 foregoing, the parties shall comply with applicable provisions of this Agreement and the
7 Supplemental Provider Service Guide, incorporated herein:
8

9 7.5.1 Title XIX and Title XXI of the SSA and Title 42 CFR;

10 7.5.2 Americans with Disabilities Act (ADA) of 1990;

11 7.5.3 Title VI of the Civil Rights Act of 1964;

12 7.5.4 Age Discrimination Act of 1975;

13 7.5.5 All local, State and Federal professional and facility licensing and certification
14 requirements/standards that apply to services performed under the terms of this
15 Contract;

16 7.5.6 All applicable standards, orders, or requirements issued under Section 306 of the
17 Clean Air Act (42 US 1857(h)), Section 508 of the Clean Water Act (33 US 1368),
18 Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40
19 CFR Part 15), which prohibit the use of facilities included on the EPA List of
20 Violating Facilities. Any violations shall be reported to HCA/DSHS, DHHS and the
21 EPA.

22 7.5.7 Any applicable mandatory standards and policies relating to energy efficiency,
23 which are contained in the State Energy Conservation Plan, issued in compliance
24 with the federal Energy Policy and Conservation Act;

25 7.5.8 Those specified in RCW Title 18 for professional licensing;

26 7.5.9 Reporting of abuse as required by RCW 26.44.030;

27 7.5.10 Industrial insurance coverage as required by RCW Title 51;

28 7.5.11 RCW 38.52, 70.02, 71.05, 71.24 and 71.34;

29 7.5.12 WAC 245-341 and 388-865;

30 7.5.13 Office of Management and Budget (OMB) Circulars, Budget, Accounting and
31 Reporting System (BARS) Manual and BARS Supplemental Behavioral Health
32 Instructions;

33 7.5.14 Any applicable federal and state laws that pertain to individual's rights. Provider
34 shall ensure its staff takes those rights into account when furnishing services to
35 individuals.

36 7.5.15 Provider and any subcontractors must comply with 42-USC 1396u-2 and must not
37 knowingly have a director, officer, partner, or person with a beneficial ownership
38 of more than five (5%) of Provider, BHA or subcontractor's equity, or an employee,
39 Provider, or consultant who is significant or material to the provision of services
40 under this Contract, who has been, or is affiliated with someone who has been,
41 debarred, suspended, or otherwise excluded by any federal agency.

42 7.5.16 Federal and State non-discrimination laws and regulations;

43 7.5.17 HIPAA (45 CFR parts 160-164);

44 7.5.18 Confidentiality of Substance Use Disorder (SUD) 42 CFR Part 2;

7.5.19 Federal funds must not be used for any lobbying activities.

If Provider is in violation of a federal law or regulation and Federal Financial Participation is recouped from North Sound BH-ASO, Provider shall reimburse the federal amount to North Sound BH-ASO within 20 days of such recoupment.

Upon notification from HCA, North Sound BH-ASO shall notify Provider in writing of changes/modifications in DOC contract requirements.

7.6 COMPLIANCE WITH NORTH SOUND BH-ASO OPERATIONAL GUIDE

Provider shall comply with all North Sound BH-ASO Supplemental Provider Service Guide and operational policies that pertain to the delivery of services under this Contract that are in effect when the Contract is signed or come into effect during the term of the Contract. North Sound BH-ASO shall notify Provider of any proposed change in federal or state requirements affecting this Contract immediately upon North Sound BH-ASO receiving knowledge of such change.

7.7 CONFIDENTIALITY OF PERSONAL INFORMATION

Provider shall protect all Personal Information, records and data from unauthorized disclosure in accordance with 42 CFR §431.300 through §431.307, RCWs 70.02, 71.05, 71.34 and for individuals receiving SUD services, in accordance with 42 CFR Part 2 and WAC 388-877B. Provider shall have a process in place to ensure all components of its provider network and system understand and comply with confidentiality requirements for publicly funded behavioral health services. Pursuant to 42 CFR §431.301 and §431.302, personal information concerning applicants and recipients may be disclosed for purposes directly connected with the administration of this Contract and the State Medicaid Plan. Provider shall read and comply with all HIPAA policies.

7.8 CONTRACT PERFORMANCE/ENFORCEMENT

North Sound BH-ASO shall be vested with the rights of a third-party beneficiary, including the "cut through" right to enforce performance should Provider be unwilling or unable to enforce action on the part of its subcontractor(s). In the event Provider dissolves or otherwise discontinues operations, North Sound BH-ASO may, at its sole option, assume the right to enforce the terms and conditions of this Contract directly with subcontractors; provided North Sound BH-ASO keeps Provider reasonably informed concerning such enforcement. Provider shall include this clause in its contracts with its subcontractors. In the event of the dissolution of Provider, North Sound BH-ASO's rights in indemnification shall survive.

7.9 COOPERATION

The parties to this Contract shall cooperate in good faith to effectuate the terms and conditions of this Contract.

1 **7.10 DEBARMENT CERTIFICATION**

2 The Provider, by signature to this Contract, certifies Provider and any Owners are not
3 presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
4 excluded by any Federal department or agency from participating in transactions (Debarred).

5
6 The Provider agrees to include the above requirement in any and all Subcontracts into which it
7 enters concerning the performance of services hereunder, and also agrees that it shall not
8 employ debarred individuals or Subcontract with any debarred providers, persons, or entities.

9
10 The Provider shall immediately notify North Sound BH-ASO if, during the term of this Contract,
11 the Provider becomes debarred. North Sound BH-ASO may immediately terminate this
12 Contract by providing Provider written notice in accord with Subsection 6.3 of this Contract if
13 the Provider becomes debarred during the term hereof.

14
15 **7.11 EXCLUDED PARTIES**

16 Provider is prohibited from paying with funds received under this Contract for goods and
17 services furnished, ordered, or prescribed by excluded individuals and entities SSA section
18 1903(i)(2) of the Act; 42 CFR 455.104, 455.106 and 1001.1901(b).

19
20 Provider shall monitor for excluded individuals and entities by:

- 21
22 7.11.1 Screening Provider and subcontractor's employees and individuals and entities with
23 an ownership or control interest for excluded individuals and entities prior to
24 entering into a contractual or other relationship where the individual or entity would
25 benefit directly or indirectly from funds received under this Contract.
26 7.11.2 Screening monthly newly added Provider and subcontractor's employees and
27 individuals and entities with an ownership or control interest for excluded individuals
28 and entities that would benefit directly or indirectly from funds received under this
29 Contract.
30 7.11.3 Screening monthly Provider and subcontractor's employees and individuals and
31 entities with an ownership or control interest that would benefit from funds received
32 under this Contract for newly added excluded individuals and entities.

33
34 Report to North Sound BH-ASO:

- 35
36 7.11.4 Any excluded individuals and entities discovered in the screening within 10 business
37 days;
38 7.11.5 Any payments made by Provider that directly or indirectly benefit excluded
39 individuals and entities and the recovery of such payments;
40 7.11.6 Any actions taken by Provider to terminate relationships with Provider and
41 subcontractor's employees and individuals with an ownership or control interest
42 discovered in the screening;

- 1 7.11.7 Any Provider and subcontractor's employees and individuals with an ownership or
2 control interest convicted of any criminal or civil offense described in SSA section
3 1128 within 10 business days of Provider becoming aware of the conviction;
4 7.11.8 Any subcontractor terminated for cause within 10 business days of the effective date
5 of termination to include full details of the reason for termination;
6 7.11.9 Any Provider and subcontractor's individuals and entities with an ownership or
7 control interest.

8
9 Provider must provide a list with details of ownership and control no later than 30 days from
10 the date of ratification and shall keep the list up-to-date thereafter.

11
12 Provider will not make any payments for goods or services that directly or indirectly benefit
13 any excluded individual or entity. Provider will immediately recover any payments for goods
14 and services that benefit excluded individuals and entities it discovers.

15
16 Provider will immediately terminate any employment, contractual and control relationships
17 with an excluded individual and entity it discovers.

18
19 Civil monetary penalties may be imposed against Provider if it employs or enters into a
20 contract with an excluded individual or entity to provide goods or services to enrollees (SSA
21 section 1128A(a)(6) and 42 CFR 1003.102(a)(2)).

22
23 An individual or entity is considered to have an ownership or control interest if they have
24 direct or indirect ownership of five percent (5%) or more, or are a managing employee (i.e., a
25 general manager, business manager, administrator, or director) who exercises operational or
26 managerial control or who directly or indirectly conducts day-to-day operations (SSA section
27 1126(b), 42 CFR 455.104(a) and 1001.1001(a)(1)).

28
29 In addition, if North Sound BH-ASO/HCA notifies Provider that an individual or entity is
30 excluded from participation by HCA, Provider shall terminate all beneficial, employment,
31 contractual and control relationships with the excluded individual or entity immediately.

32
33 The list of excluded individuals will be found at: <http://exclusions.oig.hhs.gov/>.

34
35 SSA section 1128 will be found at: http://www.ssa.gov/OP_Home/ssact/title11/1128.htm.

36
37 **7.12 DECLARATION THAT INDIVIDUALS UNDER THE MEDICAID AND OTHER BEHAVIORAL HEALTH**
38 **PROGRAMS ARE NOT THIRD-PARTY BENEFICIARIES UNDER THIS CONTRACT**

39 Although North Sound BH-ASO, Provider and subcontractors mutually recognize that services
40 under this Contract may be provided by Provider and subcontractors to individuals under the
41 Medicaid program, RCW 71.05 and 71.34 and the Community Behavioral Health Services Act,
42 RCW 71.24, it is not the intention of either North Sound BH-ASO or Provider, that such
43 individuals, or any other persons, occupy the position of intended third-party beneficiaries of

the obligations assumed by either party to this Contract. Such third parties shall have no right to enforce this Contract.

7.13 EXECUTION, AMENDMENT AND WAIVER

This Contract shall be binding on all parties only upon signature by authorized representatives of each party. This Contract or any provision may be amended during the contract period, if circumstances warrant, by a written amendment executed by all parties. Only North Sound BH-ASO's Program Administrator or designee has authority to waive any provision of this Contract on behalf of North Sound BH-ASO.

7.14 HEADINGS AND CAPTIONS

The headings and captions used in this Contract are for reference and convenience only and in no way define, limit, or decide the scope or intent of any provisions or sections of this Contract.

7.15 INDEMNIFICATION

Provider shall be responsible for and shall indemnify and hold North Sound BH-ASO harmless (including all costs and attorney fees) from all claims for personal injury, property damage and/or disclosure of confidential information, including claims against North Sound BH-ASO for the negligent hiring, retention and/or supervision of Provider and/or from the imposition of governmental fines or penalties resulting from the acts or omissions of Provider and its subcontractors related to the performance of this contract. North Sound BH-ASO shall be responsible and shall indemnify and hold Provider harmless (including all costs and attorney fees) from all claims for personal injury, property damage and disclosure of confidential information and from the imposition of governmental fines or penalties resulting from the acts or omissions of North Sound BH-ASO. Except to the extent caused by the gross negligence and/or willful misconduct of North Sound BH-ASO, Provider shall indemnify and hold North Sound BH-ASO harmless from any claims made by non-participating BHAs related to the provision of services under this Contract. For the purposes of these indemnifications, the Parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, RCW Title 51. This waiver has been mutually negotiated and agreed to by the Parties. The provision of this section shall survive the expiration or termination of the Contract.

7.16 INDEPENDENT CONTRACTOR FOR NORTH SOUND BH-ASO

The parties intend that an independent contractor relationship be created by this contract. Provider acknowledges that Provider, its employees, or subcontractors are not officers, employees, or agents of North Sound BH-ASO. Provider shall not hold Provider, Provider's employees and subcontractors out as, nor claim status as, officers, employees, or agents of North Sound BH-ASO. Provider shall not claim for Provider, Provider's employees, or subcontractors any rights, privileges, or benefits which would accrue to an employee of North Sound BH-ASO. Provider shall indemnify and hold North Sound BH-ASO harmless from all obligations to pay or withhold Federal or State taxes or contributions on behalf of Provider, Provider's employees and subcontractors unless specified in this Contract.

1
2 **7.17 INSURANCE**

3 North Sound BH-ASO certifies it is a member of Washington Governmental Risk Pool for all
4 exposure to tort liability, general liability, property damage liability and vehicle liability, if
5 applicable, as provided by RCW 43.19.
6

7 By the date of execution of this Contract and post 15 days renewal of said contract, the
8 Provider shall procure and maintain insurance for the duration of this Contract, Provider shall
9 carry Commercial General Liability (CGL) Insurance to include coverage for bodily injury,
10 property damage, and contractual liability, with the following minimum limits: Each
11 Occurrence - \$1,000,000; General Aggregate - \$3,000,000; shall include liability arising out of
12 premises, operations, independent contractors, personal injury, advertising injury, and liability
13 assumed under an insured contract. The costs of such insurance shall be paid by the Provider
14 or subcontractor. The Provider may furnish separate certificates of insurance and policy
15 endorsements for each subcontractor as evidence of compliance with the insurance
16 requirements of this Contract. The Provider is responsible for ensuring compliance with all of
17 the insurance requirements stated herein. Failure by the Provider, its agents, employees,
18 officers, subcontractors, providers, and/or provider subcontractors to comply with the
19 insurance requirements stated herein shall constitute a material breach of this Contract. All
20 non-risk pool policies shall name North Sound BH-ASO as a covered entity under said policy(s).

21 **7.18 INTEGRATION**

22 This Contract, including Exhibits contains all the terms and conditions agreed upon by the
23 parties. No other understandings, oral or otherwise, regarding the subject matter of this
24 Contract shall be deemed to exist or to bind any of the parties hereto.

25 **7.19 MAINTENANCE OF RECORDS**

26 Provider shall prepare, maintain and retain accurate records, including appropriate medical
27 records and administrative and financial records, related to this Agreement and to Services
28 provided hereunder in accordance with industry standards, applicable federal and state
29 statutes and regulations, and state and federal sponsored health program requirements. Such
30 records shall be maintained for the maximum period required by federal or state law. North
31 Sound BH-ASO shall have continued access to Provider's records as necessary for North Sound
32 BH-ASO to perform its obligations hereunder, to comply with federal and state laws and
33 regulations, and to ensure compliance with applicable accreditation and HCA requirements.
34

35 Provider shall completely and accurately report encounter data to North Sound BH-ASO and
36 shall certify the accuracy and completeness of all encounter data submitted. Provider shall
37 ensure that it and all of its subcontractors that are required to report encounter data, have
38 the capacity to submit all data necessary to enable the North Sound BH-ASO to meet the
39 reporting requirements in the Encounter Data Transaction Guide published by HCA, or other
40 requirements HCA may develop and impose on North Sound BH-ASO or Provider.
41

42 Upon North Sound BH-ASO's request or under North Sound BH-ASO's state and federal
43 sponsored health programs and associated contracts, Provider shall provide to North Sound

BH-ASO direct access and/or copies of all information, encounter data, statistical data, and treatment records pertaining to Members who receive Services hereunder, or in conjunction with claims reviews, quality improvement programs, grievances and appeals and peer reviews.

7.20 NOTICE OF AMENDMENT

Except when a longer period is requested by applicable law, North Sound BH-ASO may amend this Agreement upon 30 days prior written notice to Provider. If Provider does not deliver to North Sound BH-ASO a written notice of rejection of the amendment within that 30-day period, the amendment shall be deemed accepted by and shall be binding upon Provider.

7.21 NO WAIVER OF RIGHTS

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract unless stated to be such in writing signed by an authorized representative of the party and attached to the original Contract.

Waiver of any breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms and conditions of this Contract.

7.22 ONGOING SERVICES

Provider and its subcontractors shall ensure in the event of labor disputes or job actions, including work slowdowns, such as "sick outs", or other activities within its service BHA network, uninterrupted services shall be available as required by the terms of this Contract.

7.23 OVERPAYMENTS

In the event Provider fails to comply with any of the terms and conditions of this Contract and results in an overpayment, North Sound BH-ASO may recover the amount due HCA, MCO, or other federal or state agency subject to dispute resolution as set forth in the contract. In the case of overpayment, Provider shall cooperate in the recoupment process and return to North Sound BH-ASO the amount due upon demand.

7.24 OWNERSHIP OF MATERIALS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of North Sound BH-ASO. The North Sound BH-ASO agrees to and does hereby grant to the Provider, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Provider that are not modified for use in the performance of this Contract.

7.25 PERFORMANCE

Provider shall furnish the necessary personnel, materials/behavioral health services and otherwise do all things for, or incidental to, the performance of the work set forth here and as attached. Unless specifically stated, Provider is responsible for performing or ensuring all fiscal and program responsibilities required in this contract. No subcontract will terminate the legal responsibility of Provider to perform the terms of this Contract.

7.26 RESOLUTION OF DISPUTES

Each Party shall cooperate in good faith and deal fairly in its performance hereunder to accomplish the Parties' objectives and avoid disputes. The Parties will promptly meet and confer to resolve any problems that arise. If a dispute is not resolved, the Parties will participate in and equally share the expense of a mediation conducted by a neutral third-party professional prior to initiating litigation or arbitration. If the dispute is not resolved through mediation, the parties agree to litigate their dispute in Skagit County Superior Court. The prevailing party shall be awarded its reasonable attorneys' fees, and costs and expenses incurred. This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

7.27 SEVERABILITY AND CONFORMITY

The provisions of this Contract are severable. If any provision of this Contract, including any provision of any document incorporated by reference is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

7.28 SINGLE AUDIT ACT

If Provider or its subcontractor is a subrecipient of Federal awards as defined by OMB Uniform Guidance Subpart F, Provider and its subcontractors shall maintain records that identify all Federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names, award numbers, and award years (if awards are for research and development), as well as, names of the Federal agencies. Provider and its subcontractors shall make Provider and its subcontractor's records available for review or audit by officials of the Federal awarding agency, the General Accounting Office and DSHS. Provider and its subcontractors shall incorporate OMB Uniform Guidance Subpart F audit requirements into all contracts between Provider and its subcontractors who are sub recipients. Provider and its subcontractors shall comply with any future amendments to OMB Uniform Guidance Subpart F and any successor or replacement Circular or regulation.

If Provider/subcontractors are a sub recipient and expends \$750,000 or more in Federal awards from any/all sources in any fiscal year, Provider and applicable subcontractors shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, Provider and applicable subcontractors shall submit to North Sound BH-ASO's Program Administrator the data collection form and reporting package specified in OMB Uniform Guidance Subpart F, reports required by the program-specific audit guide, if applicable and a copy of any management letters issued by the auditor.

For purposes of "sub recipient" status under the rules of OMB Uniform Guidance Subpart F, Medicaid payments to a sub recipient for providing patient care services to Medicaid eligible individuals are not considered Federal awards expended under this part of the rule unless a State requires the fund to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

7.29 SUBCONTRACTS

Provider may subcontract services to be provided under this Contract subject to the following requirements.

7.29.1 The Provider shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of North Sound BH-ASO. Said consent must be sought in writing by the Provider not less than 15 days prior to the date of any proposed assignment.

7.29.2 Provider shall be responsible for the acts and omissions of any subcontractor.

7.29.3 Provider must ensure the subcontractor neither employs any person nor contracts with any person or BHA excluded from participation in federal health care programs under either 42 USC 1320a-7 (§§1128 or 1128A SSA) or debarred or suspended per this Contract's General Terms and Conditions.

7.29.4 Provider shall require subcontractors to comply with all applicable federal and state laws, regulations and operational policies as specified in this Contract.

7.29.5 Provider shall require subcontractors to comply with all applicable North Sound BH-ASO operational policies as applicable.

7.29.6 Subcontracts for the provision of behavioral health services must require subcontractors to provide individuals access to translated information and interpreter services.

7.29.7 Provider shall ensure a process is in place to demonstrate all third-party resources are identified and pursued.

7.29.8 Provider shall oversee, be accountable for and monitor all functions and responsibilities delegated to a subcontractor for conformance with any applicable statement of work in this Contract on an ongoing basis including written reviews.

7.29.9 Provider will monitor performance of the subcontractors on an annual basis and notify North Sound BH-ASO of any identified deficiencies or areas for improvement requiring corrective action by Provider.

7.29.10 The Provider agrees to include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless North Sound BH-ASO its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that North Sound BH-ASO is a third-party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

Those written subcontracts shall:

- 7.29.11 Require subcontractors to hold all necessary licenses, certifications/permits as required by law for the performance of the services to be performed under this Contract;
- 7.29.12 Require subcontractors to notify Provider in the event of a change in status of any required license or certification;
- 7.29.13 Include clear means to revoke delegation, impose corrective action, or take other remedial actions if the subcontractor fails to comply with the terms of the subcontract;
- 7.29.14 Require the subcontractor to correct any areas of deficiencies in the subcontractor’s performance that are identified by Provider, North Sound BH-ASO/HCA;
- 7.29.15 Require best efforts to provide written or oral notification within 15 business days of termination of a Primary Care Provider (PCP) to individuals currently open for services who had received a service from the affected PCP in the previous 60 days. Notification must be verifiable in the individual’s medical record at the subcontractor.

7.30 **SURVIVABILITY**

The terms and conditions contained in this Contract by their sense and context are intended to survive the expiration of this Contract and shall so survive. Surviving terms include but are not limited to: Financial Terms and Conditions, Single Audit Act, Contract Performance and Enforcement, Confidentiality of Individual Information, Resolution of Disputes, Indemnification, Oversight Authority, Maintenance of Records, Ownership of Materials and Contract Administration Warranties and Survivability.

7.31 **TREATMENT OF INDIVIDUAL’S PROPERTY**

Unless otherwise provided in this Contract, Provider shall ensure any adult individual receiving services from Provider under this Contract has unrestricted access to the individual’s personal property. Provider shall not interfere with any adult individual’s ownership, possession, or use of the individual’s property unless clinically indicated. Provider shall provide individuals under age 18 with reasonable access to their personal property that is appropriate to the individual’s age, development and needs. Upon termination of this Contract, Provider shall immediately release to the individual and/or guardian or custodian all the individual’s personal property.

1 7.32 **WARRANTIES**

2 The parties' obligations are warranted and represented by each to be individually binding for
3 the benefit of the other party. Provider warrants and represents it is able to perform its
4 obligations set forth in this Contract and such obligations are binding upon Provider and other
5 subcontractors for the benefit of North Sound BH-ASO.

6 7.33 **CONTRACT CERTIFICATION**

7 By signing this Contract, the Provider certifies that in addition to agreeing to the terms and
8 conditions provided herein, the Provider certifies that it has read and understands the
9 contracting requirements and agrees to comply with all of the contract terms and conditions
10 detailed on this contract and exhibits incorporated herein by reference.

11 The Program Administrator for North Sound BH-ASO, LLC is:

12 Margaret Rojas, Assistant Director
13 North Sound BH-ASO
14 2021 East College Way, Suite 101
15 Mount Vernon, WA 98273-5462
16 fiscal@nsbhaso.org

17 The Program Administrator for Whatcom County is:

18
19 Perry Mowery, Response Systems Division Supervisor
20 Whatcom County Health Department
21 509 Girard Street
22 Bellingham, WA 98225

23
24 Changes shall be provided to the other party in writing within 10 business days.
25

1
2 IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:
3

4
5 **NORTH SOUND BH-ASO** **WHATCOM COUNTY**

6
7
8
9
10 _____
11 Margaret Rojas Date Satpal Sidhu Date
Assistant Director County Executive

North Sound Behavioral Health Administrative Services Organization
Recovery Navigator Program
Cost Reimbursement Budget
Whatcom County

July 1, 2023 to June 30, 2024

Revenues

Blake Navigator Program	512,455
Total	<hr/> \$ 512,455

Expenses

Recovery Navigator Program Expenses	512,455
Total	<hr/> \$ 512,455



EXHIBIT D: PROVIDER DELIVERABLES

PROVIDER: WHATCOM COUNTY

CONTRACT: NORTH SOUND BH-ASO-WHATCOM COUNTY-RNP-23

CONTRACT PERIOD: July 1, 2023 – June 30, 2024

Identification of Deliverables

Provider shall provide all deliverables as identified in the Required Deliverables Grid below. Templates for all reports that the provider is required to submit to North Sound BH-ASO may be found on the North Sound BH-ASO website under *Forms & Reports* (click [here](#)). North Sound BH-ASO may update the templates from time to time and will notify providers of any changes. Deliverables are to be submitted to deliverables@nsbhaso.org on or before the indicated due date unless otherwise noted. For more information regarding a specific deliverable, please refer to the indicated Supplemental Provider Service Guide reference (as applicable) or by emailing deliverables@nsbhaso.org.

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Exclusion Attestation Monthly Report	Monthly	Last Business Day of each month following the month being reported	Chapter 11
Recovery Navigator Program Report	Quarterly	15 th of the month following the quarter following the quarter being reported (1/15, 4/15, 7/15, 10/15)	Chapter 19; Section 19.11
Certification of Liability Insurance	Annual	Annually prior to expiration	Not Applicable
Compliance Training Attestation Statement	Annual	Annual notification will be sent by North Sound BH-ASO Compliance Officer with further information	Chapter 11

DELIVERABLE	FREQUENCY	DUE DATE	SUPPLEMENTAL PROVIDER SERVICE GUIDE REFERENCE
Ownership and Control Disclosure Form	Annual	Initial credentialing and as changes occur	Not applicable



Recovery Navigator

Uniform Program Standards

August/2021





Overview and Legislative Intent

Engrossed Substitute Senate Bill 5476- Section II§1: Recovery Navigators

“Each behavioral health administrative services organization (BHASO) shall establish a recovery navigator program (RNP). The program shall provide community-based outreach, intake, assessment, and connection to services and, as appropriate, long-term intensive case management and recovery coaching services, to youth and adults with substance use disorder (SUD), including for persons with co-occurring substance use disorders and mental health conditions, who are referred to the program from diverse sources and shall facilitate and coordinate connections to a broad range of community resources for youth and adults with substance use disorder, including treatment and recovery support services.”

ESSB 5476- Section II§2: Uniform Program Standards

“The authority shall establish uniform program standards (Standards) for behavioral health administrative services organizations (BHASO) to follow in the design of their recovery navigator programs (RNP). The uniform program standards (Standards) must be modeled upon the components of the law enforcement assisted diversion (LEAD) program and address project management, field engagement, biopsychosocial assessment, intensive case management and care coordination, stabilization housing when available and appropriate, and, legal system coordination. The authority must adopt the uniform program standards from the components of the law enforcement assisted diversion program to accommodate an expanded population of persons with substance use disorders, including persons with co-occurring substance use disorders (SUD) and mental health conditions, and allow for referrals from a broad range of sources.”

Recovery Navigator Program Uniform Standards Committee

The Health Care Authority (HCA) developed an ad-hoc committee of statewide and local partners with the goal of developing Uniform Program Standards which were modeled upon the components of the law enforcement assisted diversion (LEAD) program. This committee met several times a week from June to August 2021 to discuss the Core Principles of LEAD and how they would apply to the RNP. This document is the output from those meetings and is intended to inform the development, hiring, and implementation of regional programs to ensure standardization of practices.

Program Design-Committee Recommendations and Considerations

BHASOs will consult with the LEAD National Support Bureau Washington State Technical Assistance team and partners within their regions to identify existing approaches in their region that are consistent with LEAD core principles. RNPs will, whenever possible, build on and enhance those existing LEAD-aligned approaches, complementing them where necessary to achieve greater alignment with LEAD core principles, before/rather than establishing stand-alone RN programs. The existing LEAD-aligned investments might include LEAD programs, crisis response programs, resource hubs, homelessness response, and other locally coordinated efforts that intentionally attempt to achieve the goals of recovery navigator program standards.

Regional Recovery Navigator Program Plan

Each BHASO must submit a program plan that demonstrates the ability to fully comply with the following standards, which were developed by the Program Standards Committee. The Program Plan must address developmentally appropriate pathways and connections for youth, young adults, and adults.

The Program Plan will be submitted within 30 days of the Uniform Program Standards being provided. These plans will be reviewed and approved by HCA prior to program implementation.

Technical Assistance and Training related to program implementation will be provided to all BHASOs by the LEAD National Support Bureau under the Public Defenders Association.



Recovery Navigator Program Uniform Standards

Uniform Program Standards Development Committee- List of Members

Tony Walton
Senior Project Manager
Health Care Authority

Edward Michael
Substance Use Disorder Services Supervisor
Health Care Authority

Jessica Blose
Manager of Behavioral Health
Health Care Authority

Ruth Leonard
Section Supervisor
Health Care Authority

Melodie Pazolt,
Section Manager, Office of Federal Programs
Health Care Authority

Lucy Mendoza,
Tribal Behavioral Health Administrator
Health Care Authority

Jason Bean-Mortinson
Integrated Care Coordinator
Thurston-Mason BHASO

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Prevention Policy and Project
Health Care Authority

Tim Candela
Drug User Health Coord.
Division of Disease Control and Health Statistics
Department of Health

Michael Reading
Chief of Crisis Systems & Services
King County Behavioral Health- ASO

Charissa Fotinos
Associate Director, Medical Services
Health Care Authority

Michael Langer
Deputy Division Director
Health Care Authority

Julie Brown
Crisis Services Program Administrator
Health Care Authority

Eliza Smith
BH Systems Delivery Manager
Health Care Authority

Mo Bailey
Recovery Support Services Supervisor
Health Care Authority


Archelle Ramos
Regional Tribal Liaison
Health Care Authority

Caitlin Safford
Director Governmental Relations
Amerigroup

Cesar Zatarain, Jr.
Prevention Fellow
Health Care Authority

Emalie Huriaux
Drug User Health Programs Manager
Office of Infectious Disease
Department of Health

Joe Avalos
Chief Operating Officer
Thurston-Mason BHASO



Justin Johnson
Assistant Director
Spokane County Regional BHASO

John McGrath
Jail Services Liaison
Association of Sheriffs & Police Chiefs

Malika Lamont
Project Director-Vocal WA
Co-Director LEAD Expansion- Public Defender Association

Sean Wright
Community Programs Lead
Capital Recovery Center

Josh Wallace
CEO/President
Peer Washington

Caleb Banta Green
Principal Research Scientist
UW Addictions, Drug & Alcohol Institute Affiliate Professor

David Coffey
Executive Director
Seattle Recovery Cafe

Shereen Hunt
Executive Director
Merit Resource Services

Dan Montana
Community Paramedic
City of Port Angeles

Representative Lauren Davis
Washington State House of Representatives
32nd District

Jessica Watson
Integrated Behavioral Healthcare Project Coordinator
Spokane BHASO

Lisa Daugaard
Executive Director- LEAD National Support Bureau
Public Defender Association

Kimberly Hendrickson
Co- Director LEAD Expansion
Public Defender Association

Garrett Leonard
Community Programs Outreach
Capital Recovery Center

Cody B West
Chief Program Officer
Peer Washington

Melody McKee
Program Director
Harborview Medical Center, Behavioral Health Institute

Wendy Grove
Executive Director
Everett Recovery Café

Linda Grant
Executive Director
Evergreen Recovery Centers

Paul Ryan
Administrative Commander
Monroe Police Department

Yvonne Elmendorf
Integrated Behavioral Health Manager
Consejo Counseling and Referral Service



Table of Contents

Overview	<u>2</u>
Committee Membership	<u>3</u>
Table of Contents.....	<u>5</u>
Definitions	<u>6</u>
Recovery Navigator Program Design.....	<u>7</u>
Overview	<u>7</u>
Roles and Responsibilities.....	<u>8</u>
Project Management	<u>8</u>
Outreach Coordination	<u>9</u>
Case Management	<u>10</u>
Care Team Supervision.....	<u>10</u>
Eligibility, Referral, and Engagement	<u>11</u>
Voluntary and Non-Coercive	<u>11</u>
Community Referrals	<u>11</u>
Field-Based Engagement.....	<u>12</u>
Diversity, Equity, and Inclusion.....	<u>12</u>
Trauma Informed	<u>12</u>
Harm Reduction Framework.....	<u>12</u>
Cultural Appropriateness	<u>13</u>
Golden Thread Case Coordination	<u>13</u>
Confidentiality and Privacy.....	<u>14</u>
Partnerships	<u>15</u>
Workgroups.....	<u>15</u>
Training and Safety	<u>17</u>
Appendices	<u>19</u>



Definitions

Community-Based Organizations

A public or private nonprofit organization that is representative of a community or significant segments of a community; and provides educational, health, social support, or other related services to individuals in the community.

Developmentally Appropriate

Engagement and services and/or supports that account for varying rates of mental, emotional, and social development based age related milestones, and is designed to meet the needs of specific populations.

Field-based

The “field” means alleys, parks, encampments, and any community-based setting or location where engagement for the purpose of SUD outreach and referral would be beneficial. This could include hospitals, treatment centers, youth drop in centers, temporary housing, schools, dispensaries, etc. Programs should feature or arrange for street-level behavioral health and medical services. Where such services exist, they should be engaged and supported to expand, not duplicated.

Holistic Services

Holistic services will consider the individual’s overall physical, mental, spiritual, and emotional well-being to promote increased quality of life and optimal health outcomes.

Intake

Program staff meeting with participant to discuss available resources, determine needs, and establish goals

Outreach

Meeting people where they are physically and mentally at to engage in conversation and extend program offerings. Services are mobile and integrate teleservices when applicable. This includes identification of historically underserved and marginalized individuals and engagement of these individuals in assessment and ongoing supportive services as necessary.

Peer

General term for individuals who have the lived experience of recovery from mental health, substance use, and/or traumatic conditions, and who has specialized training and supervision to guide and support people experiencing similar conditions toward increased wellness.

Recovery

The definition of recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, *as determined by the individual’s own understanding of their Recovery*. There are four major dimensions that support a life in recovery: Health, Home, Purpose, and Community.¹

Regional Recovery Navigator Program Plan

Before receiving funding for implementation and ongoing administration, each behavioral health administrative services organization must submit a program plan that demonstrates the ability to fully comply with statewide program standards.

Social Determinants of Health

Social determinants of health (SDOH) are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks. SDOH can be grouped into five domains: Economic Stability, Education Access and Quality, Health Care Access and Quality, Neighborhood and Built Environment, and Social and Community Context.²

¹ “Recovery Support Tools and Resources, US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration. Retrieved July 27, 2021 from <https://www.samhsa.gov/brss-tacs/recovery-support-tools-resources>

² Healthy People 2030, U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion. Retrieved July 29, 2021, from <https://health.gov/healthypeople/objectives-and-data/social-determinants-health>



Recover Navigator Program Design

Recovery Navigator Program- Priority Population

The intent of Recovery Navigator Programs is to provide social services to individuals who intersect with police because of simple drug possession (ESB 5476§13) and/or people who have frequent criminal legal system contact because of unmet behavioral healthcare needs. As these programs develop, many people will be referred to services who need and deserve care. These programs are intended to serve people who are at risk of arrest, or already have been involved in the criminal legal system.

Recovery Navigator Programs should be designed to serve those who cannot, on their own, grab hold of whatever safety-net services might be locally available. Recovery Navigator programs will establish a new system of response and care for people who live with unmanaged behavioral health needs, deep experiences of complex trauma, cognitive disabilities, persistent poverty, and often lifelong experiences of punishment, failure, betrayal, and marginalization—people who are not served by office-based, appointment-based, time-delimited care.

Coordination and communication between law enforcement, prosecutors, program staff, medical providers, and community partners is essential to the success of these programs.

LEAD Principles

Recovery Navigator Programs must be based on Law Enforcement Assisted Diversion (LEAD) core principles (ESB 5476§2). To ensure consistency between Recovery Navigator programs and LEAD, BH-ASOs must work closely with the LEAD Bureau Washington State Expansion team when creating their initial program design and implementing their programs.

Recovery Navigator Program- Staffing

“Each Recovery Navigator Program (RNP) must maintain a sufficient number of appropriately trained personnel for providing intake and referral services, conducting comprehensive biopsychosocial assessments, providing intensive case management, and making warm handoffs to treatment and recovery support services along the continuum of care.” (ESB 5476§2§4)

Lived Experience

RNP staff must include people with lived experience with substance use disorder to the extent possible. The Program will ensure individuals with lived experience are employed as program staff. This will increase buy-in from participants and engagement during outreach. Recovery is non-linear and looks different for everybody. This would preclude the need for any arbitrary requirements around length of time someone has been in recovery to be considered for a position.

Diversity, Equity, and Inclusion

RNP should be staffed in a manner which reflects the visible diversity of the community they serve. Behavioral Health Administrative Service Organizations (BHASO) should make every attempt to ensure a system that intentionally seeks visible diversity and other diversity that may not be visible (e.g., BIPOC peers, trans peers, lesbian/gay/bisexual peers, peers with visible and non-visible disabilities). This may be done during hiring and contracting processes.

Competencies

All program staff will incorporate culturally specific elements into day-to-day operations and have extensive experience working within the community and working with vulnerable populations. The BHASOs must demonstrate ability to meet the diverse needs of the detail these efforts in the Recovery Navigator Program Plan.



Hours of Operation and Geographic Coverage

Programs will provide services, at a minimum, daily Monday through Sunday, from 9 am to 5 pm. After hour referrals may be made to Washington Recovery Helpline or crisis services, depending on the severity of behavioral health symptoms and the needs of the individual being referred. The BHASO will demonstrate a plan for how to respond to after-hours referrals, with a transition plan for establishing 24/7 capacity in the second year of the program.

The RNP staffing model will ensure coverage in each of Washington's 39 counties. To have regional coverage, it is the intent of staffing models to include a minimum of two program staff who live and are assigned in each of the counties. This coverage can be ensured by having administrative and case management staff in central hubs and the outreach and referral staff in communities. The BHASOs will have to demonstrate geographic coverage in the Recovery Navigator Program Plan.

Roles/Responsibilities

The following staffing elements are necessary to meet the program standards with fidelity to the program model. BHASOs are encouraged to take advantage of economies of scale whereby project managers, program supervisors and outreach coordinators may be able to work across programs. According to ESB 5476, the BHASOs must assure that staff who are conducting intake and referral services and field assessments are paid a livable and competitive wage. Programs will build from and consider existing workforce and similar programs, including potentially expanding existing programs which are operating with fidelity to the RNP Uniform Program Standards.

Regional Recovery Navigator Administration

Per ESB 5476§2§4, each BHASO region will hire an administrator to oversee the multiple Recovery Navigator Programs in their region, which shall be responsible for assuring compliance with program standards, including staffing standards. The Regional Recovery Navigator Administrator will develop a Regional Resource Assessment for their region which captures existing local, state, and federally funded community-based access points. This resource assessment will map existing agencies and funding sources which provide outreach and intervention programs.


As part of the resource assessment, the administrator will support program managers in identifying and engaging with the region's Accountable Communities of Health, local health jurisdiction, local behavioral advisory committee, local and tribal law enforcement, and any other local or community-driven partner groups which oversee programs which could be complementary to the RNP. These partnerships must be memorialized through interagency agreements or Memorandums of Understanding. This role will also be responsible for coordinating and communicating with the technical assistance and training provider on a daily/weekly basis during implementation and bi-weekly/monthly during the operational phase.

Project Management

Project Management ensures that the Uniform RNP Standards are implemented with fidelity to the model and that program outreach and communication are coordinated amongst similar existing programs in that geographical area. The project managers in a BHASO region will work in conjunction with the Regional Recovery Navigator Administrator and participate in periodic meetings to ensure that the Administrator is aware of any barriers, challenges, or successes.³

This position should be responsive and give full consideration and be accountable to the multitude of community partners, as demonstrated in establishing and convening a quarterly Policy Coordinating Group. Within this work, project management will be inclusive of persons with lived experience (both in the criminal legal system and behavioral health), as well as focus on engaging community voices which have been historically under-represented.

³ In certain circumstances, due to the # of counties present in a region, or the size of the region, the Regional Recovery Navigator Administrator function may encompass project management. This would need to be justified and captured in the BHASO Program Plan.



As part of the Policy Coordinating Group, the project manager coordinates implementation of the program amongst other systems outside the health field, including public safety advocacy and system design, law enforcement, criminal legal system representatives, and civil rights advocates, through the following:

- Convening meetings with community partners/resources (e.g. courts, law enforcement, Tribes, faith-based organizations, Emergency Medicaid Services/Fire Departments, local health jurisdictions, Behavioral Health Treatment Providers (BHAs), medical providers, social services, harm reduction organizations, legal groups, people with lived experience, elders, family members and other supports determined by individuals in need).
- Develop interagency agreements with these partners which support the utilization and referral to the RNP. These collaborations should be memorialized through intergovernmental releases of information, data share agreements, and memorandum of understandings. Approves community referrals consistent with resources and priorities established by partners.
- Identify concerns and objections of local partners related to the operation of the program which create implementation access barriers and highlights these issues to leadership at the local, regional, and state levels.
- Identify gaps in accessing services as part of continual resource mapping to help inform future expansion of resources in the area.
- Facilitates data collection, data reporting, and program evaluation efforts.

This position acts as Community Liaison, engaged with information sharing and program transparency by soliciting community support and communication out to individuals in the community. The project manager's decision making must follow these standardized policies, and guidance from the LEAD National Support Bureau, so that the individual needs of program participants are upheld and remain foremost in the purview of procedural policy.

Existing project management roles with other outreach, diversion, and LEAD programs may be leveraged to support Recovery Navigator Programs implementation, if the BHASO is able to demonstrate that there is no risk of compromising adherence to the Uniform Program Standards. This would also be accomplished if there is available bandwidth to support the additional programs within the catchment area. Requests for not hiring project management staff would need to be requested in the Recovery Navigator Program Plan.

Outreach and Referral

The RNP must include staff members who spend most of their time in the field. This will inevitably include spending time visiting community-based organization and settings. The outreach and referral staff will be available to respond and engage upon referral (See [Field Based Engagement](#)).

RNP staff will:

- Respond to community referrals and interact with individuals who might need case management or ongoing referrals to external services;
- Provide short-term assistance while addressing the immediate needs of the individual (this is not long term, intensive field-based case management);
- Facilitate a warm hand off to the supportive services identified;
- Follow-up with program participants in the community when there is indication of disengagement;
- Prioritize responding to law enforcement calls in the beginning stages, with long term goal of being able to respond to any community-based and emergency response referral;

- Coordinate with case management staff to meet the individual needs of new and existing program participants;
- Collect and provide data points related to the individuals referred to the program and provides data to the Project Manager. Note: Further documentation regarding demonstrating compliance with these standards, performance metrics, data collection, outcomes, and evaluation will be provided by HCA to the BHASOs.

Outreach and Referral is an integral component of the Recovery Navigator Program. BHASOs must demonstrate a plan is in place to ensure immediate access and response to individuals identified as needing services. In addition, these positions are public and highly visible, so staff experience with conflict resolution and de-escalation techniques and staff safety must be a consideration. Please see Safety for more information about Safety Standards for the RNP.

Case Management

The Recovery Navigator Program (RNP) provides intensive, field-based case management which helps participants access services that meet their needs when possible. For individuals who are not interested in accessing substance use disorder and/or mental health services, this person will focus on regular and ongoing engagement to ensure a relationship is maintained and that subsequent support can be quickly addressed. This position will identify holistic services through an integrated service framework that increase protective factors while decreasing risk factors through a person-centered, participant-driven decision-making process. In this relationship, the individual has direct control of their goals. Case managers primarily focus on individuals in their caseload to ensure that the participant's needs are being met and may be able to assist outreach and referral staff to ensure immediate field-based response when a referral is made.


This position will work with the individual to develop and implement an agreed upon, individual intervention plan. To ensure the full continuum of services are considered, BHASOs will demonstrate that all referral sources will be included within the case manager's "toolbox" and not restricted by existing contracts. Once an intervention plan has been developed, staff will make all attempts to ensure continual access to services, with a warm hand-off to an external resource, when applicable. Please see [Trauma Informed and Culturally Relevant Services](#) for additional requirements for case management.

This position will spend most of their time coordinating which existing services the individual is receiving as to prevent duplicative efforts and unnecessary re-engaging with the individual's behavioral health history (i.e. multiple assessments). The staff work together as part of a care team focusing on the individual. Program staff will help the individual find any pending criminal cases in the court system while assisting and supporting them while navigating any judicial conditions they are facing.

Care Team Supervision

The supervisor of RNP staff will possess the necessary professional training, competencies, and skills to support program staff as well as individuals who are experiencing a variety of behavioral health symptoms. This includes providing guidance and leadership to ensure the safety of staff doing outreach, referral, and case management. Core competencies and qualifications for care team supervision include the following:

- Professional competencies and training to provide support and feedback to RNP staff when handling difficult cases;
- Trained in crisis support, trauma informed care, de-escalation and conflict resolution, and suicide prevention training;
- Understanding of the multitude of behavioral health symptoms related to mood, psychotic, attention, and substance use disorders, and relevant evidence-based treatment responses to those disorders;
- Understanding of behavioral health treatment and harm reduction systems to support program staff to help facilitate appropriate referrals into services;
- Experience and knowledge of the court system and related criminal legal diversion programs.



This position must also be able to provide supervision, training, crisis support, trauma informed care, de-escalation and conflict resolution, and suicide prevention training to the program staff. In addition, they should have experience in taking adequate case notes, accessing electronic health records, staffing client cases, and be able to meet other formal supervision expectations for team members. The Care Team Supervisor must be able to support program staff, while holding them accountable to the best practice requirements of the RNP. This position, as deemed necessary and/or appropriate, must be able to provide outreach, referral, and case management to ensure team flexibility during implementation and sustainment phases of their area's Recovery Navigator Program. The Regional Recovery Navigator Plan must demonstrate a plan for ensuring proper supervision.

Naloxone and Overdose Awareness and Training

All staff working directly with participants are required to be trained in overdose prevention and response; and, as funding allows, carry, and administer naloxone to respond to accidental overdoses. In addition, as funding allows, staff should distribute naloxone to clients while carrying out the goals of this program.

Eligibility, Referral, and Engagement

Program is voluntary and non-coercive

Individuals referred to the Recovery Navigator Program have the right to decline participation without any penalties or future repercussions (denial of services at future point). An individual should not be referred to RNP personnel as a condition for compliance with a court sentence or deferred prosecution action. An individual is under no obligation to engage in services if referred by law enforcement, in accordance with RCW 10.31.110. There might be circumstances, where the Policy Coordinating Group agrees to examine other circumstances where an individual might be referred to the RNP (e.g. Theft charges). In those circumstances, the Policy Coordinating Group will determine if, for those alleged offenses, what the process would be for non-engagement.


Abstinence from substance use is not a requirement for any aspect of a RNP or ancillary program funded or featured as part of the RNP. The RNP will not utilize compliance monitoring through urinalysis testing or other invasive means as a mechanism to determine abstinence. Services offered may be adjusted depending on individuals' situation and choices. BHASOs and/or contractors must have policy in place which indicates in which situations, an individual might be involuntarily discharged from the RNP. The RNP should link to/be able to engage non-voluntary (e.g. Designated Crisis Responders) services when indicated as necessary.

Arrest Diversion and Community Referrals

The priority population for the RNP are individuals with SUD and co-occurring substance use disorder and mental health who are at risk of arrest and/or have frequent contact with first responders, community members, friends, family, and who could benefit from being connected to supportive resources and public health services when amenable. The primary function of RNP is connection and stabilization with respect to a variety of social determinants/vulnerability factors.

There are two types of referrals into RNP: point of contact referrals by law enforcement and social contact referrals by law enforcement, service providers, community members, and friends/family. The RNP will prioritize a response to law enforcement calls in the beginning stages of program implementation. Arrest diversion gives law enforcement officers the authority to refer people into the RNP in lieu of arrest ([RCW 10.31.110](#), [RCW 13.40.042](#), and [ESB5476§13](#)).

Social contact referral means that an eligible individual can be referred into a RNP without waiting for the moment of potential arrest. In these cases, the referred individual will still need to be screened against the site's eligibility criteria to ensure that the person's needs are best met through an RNP. Sites should develop protocols for this process of screening and confirmation,



as well as protocols for how to refer that individual to alternative resources. People who enter RNP via social contact referrals should be consistent with the target population who enter through arrest diversion.

The project manager, through the [Policy Coordinating Group](#), will establish a timeline and engagement process for expanding referral intercept points. Programs must be situated to accept referrals from a multitude of sources, including: self-referral, family members of the individual, emergency department personnel, persons engaged with serving homeless persons, including those living unsheltered or in encampments, fire department personnel, emergency medical service personnel, community-based organizations, local business owners, harm reduction program personnel, faith-based organization staff, and other sources within the criminal legal system, as outlined within the [Sequential Intercept Model](#).

Field-Based Engagement

The RNP is operationalized in the field, meeting the individual where they are physically present and breaking down barriers to accessing services. The program is intended to reach and engage individuals who are not actively seeking care in medical or behavioral health treatment facilities. This does not preclude program staff from engaging with individuals who are already receiving behavioral health or medical services. The RNP should be staffed by programs which are experienced in community-based outreach and field-based response. RNP staff arrange access to office-based treatment whenever appropriate. All efforts should be made for the initial engagement to be done face to face, and, if due to geographical barriers, that is not a possibility, virtual video or telephonic may be utilized.

Individuals who are referred to the RNP should be initially contacted in their community and not transported outside of that community. This initial outreach and conversation by program staff will occur where the referral is made, such as an individual's home, a coffee-house, homeless encampments, etc. Once a relationship is established, and as part of case management plan and in accordance with care team or transportation option developed by the care team, a participant who is amenable or volunteers, may be transported to appointments by first responders or emergency medical response.

Response times for urban core programs are 30 to 45 minutes upon receiving the referral. Response times for rural areas are one hour to one and a half hours. Initial contact could include phone conversation, which must then be followed up by field-based services.


These standards recognize that there may be no movement past field engagement for some time, and protracted field engagement may be needed. In addition, the level of services required will often focus less on drug use issues than on other needs, and this may continue for months or years—and that is still recovery/engagement work

Initial Interaction

A brief wellbeing screening will be administered by outreach and referral staff members. The wellbeing screening will consider the immediate biological, psychological, and sociological needs of the individual being referred. The individual will become a program participant if they are interested in case management and ongoing support.

Once the individual indicates they would like to receive services, RNP staff will engage with referral services once they have built trust and a relationship with the participant. To limit the coercive nature of formal signing of documents, the request for release of information should only be completed after there has been an established trusting relationship built.⁴ Once there is a sign of readiness then this Release of Information (ROI) process can be implemented. The initial interaction should focus on developing a connection and relationship, not formalized, arduous processes (e.g. two hour assessment or doing extensive intake). See [Confidentiality and Privacy](#) for more information regarding consent process.

⁴ "How Administrative Burdens Can Harm Health," Health Affairs Health Policy Brief, October 2, 2020. DOI: 10.1377/hpb20200904.405159, <https://www.rwif.org/en/library/research/2020/10/how-administrative-burdens-can-harm-health.html>



Once a relationship has been established, program staff will attempt to enroll individuals into Medicaid. This will help with connecting to additional resources and address the medical co-morbidities for the priority population. More information on Medicaid enrollment may be found here: <https://www.wahealthplanfinder.org/>

Time Limit

There will be no fixed time limit for participation in the RNP. This will remove barriers which prevent individuals from engaging multiple times along the trajectory of their recovery. RN programs are not crisis programs or transactional short-term interventions. Case management time and program intake volume will initially face constraints during the implementation phase. However, this model always allows a person to access the support they need to re-establish services and connection, no matter how long it takes and regardless of how many times the person needs to re-connect. If an individual loses contact, and then contacts the RNP, program staff will engage that individual despite the amount of time which has passed. Except in situations where an individual has been deemed a safety risk, based on the Protocols established by the BHASOs.

Diversity, Equity, and Inclusion

RNPs should be intentional in outreach and case management to ensure individuals who have been historically targeted and disproportionately impacted by the criminal legal system have access to the program and related services. BHASOs must provide program staff training to enhance their knowledge and awareness of diversity, equity, and inclusion issues. This training must explore the potential impact of our beliefs towards those with backgrounds different from our own and how those beliefs can impact the people we serve and the continuum of care for substance use disorder. This training will bring diverse experiences together to sharpen our skills to create more welcoming and inclusive places of business for RNP staff and program participants.

Trauma Informed, Reducing Harm, and Culturally Relevant Services

The Recovery Navigator Program Staff must adhere to the following guidelines. Training, when indicated, will be provided by the Health Care Authority and/or LEAD National Support Bureau Technical Assistance providers.

Trauma-informed Approach and Trauma-Informed Care perspectives

Addressing and understanding clients' underlying psychological trauma, recognizing self-sabotaging trauma responses as such, and listening to clients and working to integrate their voices into their Individual Intervention Plan is key. The Program Plan will outline how the RNP will guarantee program staff are trained and utilizing trauma informed practices for both procedural work and, if applicable, clinical work. The RNP Staff will ensure that there is a limited number of unnecessary processes which would dissuade the individual from accessing services. BHASO must address the trauma informed approach and trauma informed service elements for the RNP within their program plan.

Harm reduction framework

The goal is to reduce as much as possible the harm done to themselves and to the surrounding community, and this is done through engagement, not separation. The BHASOs will provide policies and procedures which detail the following:

- Participants are engaged where they are regardless of the severity of their disorder;
- Participants are not penalized or denied services if they do not achieve or aim for abstinence from substances; and,
- Participants continue to receive support even when they continue to struggle or engage in unlawful activity.

The policy and procedures should demonstrate how services may be modified to ensure that the engagement fits the individualized need of the participant.



Cultural Appropriateness

It is essential that the RNP tailors to the needs of different racial and ethnic groups, LGBTQ people, immigrants, refugees, people whose first language is not English, people with disabilities, and other key populations. The BHASOs will confirm through the Regional Recovery Navigator Plan that all aspects of the program, including outreach, case management, and project management, are provided from a culturally specific or mindful framework. Funded programs should understand the barriers faced by marginalized populations in accessing standard systems of care, and ensure they are not referring participants back into those systems expecting success. Programs will consider culturally appropriate care when working with American Indian/Alaskan Native tribal members and best practices for connections to Indian Health Care Providers (IHCP) for Tribal members or those that access services as a medical home at a Tribe. RNPs will be mindful of how programs can ensure retention of current services when possible or when services are already established with an IHCP.

Golden Thread Service Coordination

Individuals referred to RNP staff have a multitude of needs which must be addressed to achieve stabilization and set the stage to address problematic activities associated with their quality of life. Case managers work to address the participant's social determinants of health, including legal advocacy and access to a stable legal income stream. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life. Case management is the "golden thread" that stays with the participant over time and works to address setbacks and barriers. The BHASO must address existing resources within the community in their Regional Recovery Navigator Program Plan.

Individual Intervention Plan

This coordination of services will include individualized interventions with a culturally directed service coordination plan which the participant creates through a shared decision-making process with the case manager. Case Management will take place "where the person is at" with the goal of connecting and weaving the various indicated services along the continuum of care.

Caseload

Average caseload should be no more than 20 people, and that should represent a blend of very active participants and those who still need proactive engagement in the field initiated by the team. It's a challenge not to have active participants crowd out the space needed for proactive and continued engagement with those less engaged, but these are in many instances the most impactful individuals to the surrounding community, and people in great need of trust-building and sustained effort. If an individual loses contact with program for some specified period, their status will switch from case management to outreach caseload. Technical assistance from the RNP TA Provider is available to address staffing and caseload understanding as individuals will vary in their needs.

Case Management Classifications

The following are considerations for determining level of engagement and to assist care team supervision and case management in determining appropriate caseload.

Outreach Referral

Referral made, formal Intake not Complete, not interested in services

Outreach Status

Referral made, Screening completed, individual not interested in intensive case management but indicates need for occasional support. Outreach and Referral RNP staff may check on the individual periodically to monitor safety and stage of motivation and change.

Light Case Management



Referral Made, Screening Completed, Individual interested in basic services, referral to housing, etc. The individual has completed the intake process and is considered a program participant.

Engaged with Intensive Case Management

Referral made, screening completed, individual in need of intensive case management, has several comorbidities, might be experiencing homelessness, etc.

Cross Agency Communication

Legal system coordination (both pre-existing cases and any new potential cases) is a fundamental part of the service coordination between case manager and program participant. There are often opportunities to avoid new criminal filings that would compromise the Individual Intervention Plan, via case conferencing pursuant to a Release of Information (ROI). This is the benefit that the case manager will explain to the participant when discussing the ROI that permits info sharing with legal system partners when needed and in the interest of the participant. Program managers will ensure that necessary multi-party releases and memorandums of understanding are in place to promote cross agency communication for service coordination purposes (See [Appendices](#) for sample documents).

HCA is involved with integrating parallel project and working towards systems which coordinate with one another (Clubhouse Services, Recovery Housing, other recovery supports, HOST, all funded in same legislative session and meant to complement one another). BHASO must identify low barrier resources in the community and include narrative detailing areas of collaboration as part of the RNP Plan.

Confidentiality and Privacy Policy

Information shall be shared in a way that protects individuals' confidentiality rights as service and treatment consumers and constitutional rights if involved in legal processes. During Outreach or field-based engagement, a Release of Information (ROI) to share Personal Health Information and identifying data is not necessary to establish relationship. A Consent to Participate is required prior to sharing any identifiable data with the State of Washington Health Care Authority. In order to evaluate services and the impact of ESB 5476 at the regional and state levels participant level data is needed, so processes should be established that facilitate this information gathering and sharing, while still allowing individuals the option to opt out. If a client does not sign a consent, only non-identifiable data may be shared. The enrolled client needs to have a ROI in place to coordinate services between the Recovery Navigator Program and other agencies providing services.


In addition, data sharing agreements in place should address client confidentiality as noted under 42 CFR Part 2 and HIPAA.

The Confidentiality Policy is applied to all interactions between individuals, Recovery Navigator personnel and partners.

Sample Procedure

Upon contacting a person who has been referred to the Recovery Navigator Program, the Case Manager or Outreach Coordinator will, wherever possible, ensure confidential, discreet places, such as open space parks, community-based organizations, or coffee shops. The referring entity will give RNP personnel and individual privacy and space whenever possible. The following standards will be met once a safe, trauma-informed location has been determined.

1. RNP Personnel will protect any information collected and maintained.
2. RNP Personnel will obtain a written Consent to Participate for anyone who engages with RNP services beyond initial contact.

- 
3. For evaluation purposes, the consent should include language that allows personal health information to be shared with HCA. Sample language: “In order to determine whether the services you are receiving are helpful to you and to determine whether these services should be made available to others in the future we are asking for your willingness to allow us provide an ROI to Washington State Health Care Authority”.
 4. When an individual is referred to ancillary services outside of the RNP:
 - 4.1. RNP programs will follow the [Substance Use Disorder Consent Management Guidance](#) provided by the Health Care Authority.
 - 4.2. RNP personnel will inform the client of the need to complete a [Consent to Coordinate Care and Treatment](#) in order for the health care providers
 - 4.3. For further treatment, the ROI must designate the purpose and to whom the participant authorizes to release information.

Data Sharing-Information Systems

Information and data collection systems used by the RNP program staff must align with current programs and procedures related to capturing supplemental transaction data⁵ and be able to interface with HCA data collection systems and reported in a manner which may be uploaded into the Behavioral Health Data System. This is to align with future efforts at the HCA which look at a robust community information exchange platform and universal access to the Clinical Data Repository.

Partnerships

Considerations for Community partners as part of the RNP

- Local law enforcement agencies
- City and/or county court systems, including probation and/or pretrial service departments
- Local Fire Departments
- Syringe Service Programs
- Public health services for people who use drugs
- Programs for unhoused people
- Recovery cafes
- Support organizations that allow evidence-based practices including BH medications
- Therapeutic Courts
- Community Behavioral Health Agencies
- Faith-based groups
- Tribes and non-Tribal Indian Health Care Providers (IHCPs)
- Federally Qualified Health Centers
- Housing Assistance Programs
- Medications for Opioid Use Disorder Providers- Low Barrier Programs and Opioid Treatment Programs

⁵ Behavioral Health Data System and Data Guide may be found here: <https://www.hca.wa.gov/billers-providers-partners/behavioral-health-recovery/contractor-and-provider-resources>



RNP Operational Workgroup

The RNP Operations Work Group (OWG) provides a common table for the day-to-day implementation partners to collectively monitor, identify, discuss, and address operational, administrative, and client specific issues. Using this ongoing inquiry, the OWG develops protocols to ensure that the operations reflect and are consistent with the Recovery Navigator Program standards and subsequent policies which might be established by any advisory committees. The OWG is composed of RNP program staff who carry out the day-to-day operations of RNP. The members typically include community partners, including assistant prosecutors, public defenders, case managers, other service providers, harm reduction, tribal members, community leadership representatives, and persons with lived experience.

The OWG will staff cases referred to the RNP and current program participants. The OWG will focus on awareness of needs, contracting for support and care for diverse populations as appropriate, build partnerships that can be activated depending on needs of an individual participant (deaf/hard of hearing, language needs, physical accessibility, peer outreach for members of communities not reflected in RN team composition).

The OWG is responsible for developing operational protocols consistent with Recovery Navigator Program standards. These protocols identify ways to respond to law enforcement referrals and social contact referrals and any necessary operational protocols to support program participants. Essentially, these protocols document the who, what, where, when, and how of the program. In many cases, the project manager is charged with drafting the documents, using input from and review by the OWG. After the OWG has approved the draft of the operational protocols, it is sent to the Policy Coordinating Group for review and final approval.

Policy Coordinating Group

RNPs should include a recurring meeting, facilitated by the project manager, which is the policy-making and stewardship body for the RNP. The Policy Coordinating Group (PCG) is composed of senior members of their respective agencies who are authorized to make decisions on behalf of their offices. The PCG should include high-ranking representatives of local law enforcement (police and/or sheriff's departments), public health agencies, mayor, county executive, public defender's office, prosecutor's offices, juvenile courts, Family Youth System Partner Round Tables, city council, civil rights and/or racial justice organization(s), community representatives, and the business community. Depending on site-specific issues, the PCG may also include religious leaders, subject-matter experts (such as in housing, behavioral health, employment, sex worker advocacy), tribes, Urban Indian Health Programs, and court/jail system partners.

Together, the PCG's members develop the local vision for RNP; make policy-level decisions for the initiative and within their respective agencies; ensure that sufficient resources are dedicated for the success of the initiative; and review, approve, and modify overarching policies to reflect the site's intentions, including (but not limited to) participant eligibility criteria, inclusion/exclusion criteria, and diversion-eligible criminal charges and exclusionary criteria (if any). In addition, the PCG is responsible for establishing and stewarding evaluation, communications, and budget plans.

The PCG will include diverse and representative membership to ensure programs are meeting cultural needs of the population, recognizing that much of this will be beyond what can be embedded and contained in any one small team. The BHASO will query their communities to see what services those individuals with lived experience are seeking. BHASOs are encouraged to leverage existing advisory groups which meet these needs. The PCG will also delineate response times for the area's RNP, and how that is operationalized with community or social referrals to the program.



Training

Required staff competencies and training

According to ESB 5476, the BHASOs must assure that staff who are conducting services have appropriate initial training and receive continuing education. Implementation support and technical assistance will be provided by the LEAD National Support Bureau. The Regional Recovery Administrator employed through the BHASO will include a training plan in the Regional Recovery Navigator plan, which notes how staff will have access to formal training, including the following:

- CPR and Medical First Aid
- Safety Training
- Motivational Interviewing
- Shared Decision-Making Processes for Services
- Building relationships
- Strength-based approaches which develop goals
- Confidentiality, HIPAA, and 42 CFR Part 2 training
- Harm reduction
- Trauma- informed responses
- Cultural appropriateness
- Government to Government Training for collaborating with Tribes
- Working with American Indian/Alaska Native individuals
- Diversity training
- Mental Health First Aid
- Conflict resolution and de-escalation techniques
- Crisis Intervention
- Suicide Prevention
- Overdose Prevention, Recognition, and Response

Safety

Programs will develop and provide safety protocols for the staff as well as participants in this program. In areas where there is no cell phone access, alternative measures such as long-range radio communicators or mobile hotspots will be considered. Program staff will maintain cell phone access during day-to-day operations and outreach. Programs must note which measures they will take to ensure that staff and participants are safe in situations where an individual is being transported. Making sure that there are two staff in the car when transporting.

In addition, the Safety protocols will describe a process for mandatory reporting, similar to [WAC 246-16-220](#), if there is any indication of child, domestic, elderly abuse. In addition, the Safety policies must document a process the staff will take when an individual is a danger to self, others, and/or property. This will require partnership with local crisis response teams and law enforcement to assist when necessary. Examples of safety protocols:

- SAMHSA Toolkit for Same Home visit <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>
- Staff will not be alone in an isolated place without a clear, safe exit or visibility
- Staff vehicle will always be within view of the program staff member



Appendices

The following are provided as recommended, and not required, templates to utilize while implementing and operationalizing the Recovery Navigator Program

Release of Information.....	
LEAD ROI Example	
RNP Participant Consent Form.....	
RNP Participant Screening Form	
RNP Participant Intake Narrative	
LEAD New Client Intake Example	
Program Staff Job Descriptions.....	
Sample Staffing Model	

SECTION 3: Signature	
I have read and understand the following statements about my rights:	
<ul style="list-style-type: none"> I may cancel this authorization at any time before the expiration date or event noted above by notifying the Health Care Authority in writing. The cancellation will not affect any information either received or given by the Health Care Authority before the cancellation notice was received. I may see and copy the information described on this form if I ask for it. I am not required to sign this form to receive health care benefits, such as enrollment, treatment, or payment. If I do not sign this form, the Health Care Authority may not release my information to any person or organization except those needed to determine my continued coverage, eligibility and enrollment, or as allowed by law. The person or organization that I authorize to receive information about me or my dependent child(ren) might share it with another person or organization, and it might not be protected under the laws that apply to HCA. The Apple Health Notice of Privacy Practices and UMP Notice of Privacy Practices are available upon request by calling (844) 284-2149 or at www.hca.wa.gov/pages/privacy.aspx. 	
Signature of enrollee or enrollee's representative	Date
Form must be completed before signing. If signed by representative provide power of attorney or proof of guardianship.	
Signature of child (if age 13 or older) representative	Date
Printed name of enrollee's representative	Relationship to enrollee
Provide copy of power of attorney or guardian papers.	

HCA 80-020 (12/18)

Law Enforcement Assisted Diversion (LEAD) Program

Authorization to Use and Disclose Health Care and Alcohol/Drug Treatment Information

Name: _____

DOB: ____/____/____

1. Authorization

I authorize the use and disclosure of the following health care information created or maintained by Evergreen Treatment Services (ETS) including but not limited to medical and diagnostic records; information about testing, diagnosis, and treatment of HIV infection and sexually transmitted diseases; and all information, records regarding alcohol/drug treatment or services, and mental health treatment or services, between ETS and the Law Enforcement Assisted Diversion (“LEAD”) program, * an association operating under a Memorandum of Understanding, which pays for or agrees to pay for diagnosis and treatment for individuals eligible for local government LEAD benefits.

I authorize the use and disclosure of criminal history information, including but not limited to arrests, convictions, law enforcement contacts, and non-conviction data, between the parties identified as LEAD partners in the footnote below.

I authorize the use and disclosure of general information about my situation and progress between the parties identified above in the bullet point list, as is deemed necessary and in my interest by my case manager with respect to information that would ordinarily be held confidential by the case manager. The intention of the LEAD partners is that this information be used as needed to coordinate my care and plan effective support, but LEAD partners, acting within their official duties, will use their judgment about necessary and appropriate uses and re-disclosure of the information. All LEAD partners have agreed to make efforts to ensure such information is not unnecessarily shared outside of the necessary use of LEAD operational partners.

Reason for this authorization: The purpose of this authorization is to facilitate participation in the LEAD Program. The above information will be used and disclosed by and between the parties identified above for the purposes of administration, case management, data collection and/or evaluation of the LEAD program, and to coordinate my care and plan effective support for me.

Expiration: Unless it is revoked earlier, this authorization will expire when I withdraw from, or am discharged from, the LEAD program. “Discharge” means ineligibility for further services through LEAD, unless formally re-admitted to the program. It is not the same as being placed in inactive status due to lack of recent contact; the release continues in effect while a participant is “inactive” unless the participant revokes the release.

2. My Rights: I understand that I do not have to sign this authorization to get health care benefits (treatment, payment, enrollment, or eligibility) or to receive services from ETS or any other providers. However, if I refuse to sign this authorization, or if I revoke the release after I have signed it, I will not be eligible to participate further in the LEAD program.

* LEAD partners and entities who may receive information include: the LEAD operational workgroup; Evergreen Treatment Services and its REACH program; the Public Defender Association; the administrative component of the King County Department of Public Defense; the King County Prosecutor’s Office; the Seattle City Attorney’s Office; the Seattle Police Department; the King County Sheriff’s Office; the Department of Corrections; the Washington State Patrol; the Neighborhood Corrections Initiative; the American Civil Liberties Union of Washington; LEAD Community Advisory Board members; Seattle Park Rangers; the Metropolitan Improvement District; the Downtown Emergency Service Center; the Community House Mental Health Agency; the King County Behavioral Health and Recovery Division; King County Superior Court, King County District Court, Seattle Municipal Court, probation and community corrections staff associated with those courts, the King County Department of Adult & Juvenile Detention, and courts of limited jurisdiction and Superior Courts of Washington State.

I may revoke this authorization at any time. If I do so, my revocation will not affect any actions already taken by the parties in reliance upon this authorization. I may revoke this authorization by:

- Filling out a revocation form that is available from ETS and submitting the form to ETS,
- Writing a letter to ETS at the following address: 2133 3rd Ave, Ste. 116, Seattle, WA 9812 and marked as Attn: Medical Records; or
- Orally communicating my revocation to ETS by calling and speaking with the LEAD Program Supervisor at 206-432-3574.

Recommendation to consult with criminal defense attorney: Because LEAD is a pre-booking diversion program, and LEAD participants are not charged with a crime at the point where they enter LEAD, often, LEAD participants do not have and will not have criminal defense lawyers. However, some LEAD participants do have criminal defense lawyers with respect to other cases at the point when they enter LEAD, and some will get new charges filed against them after they are already in LEAD, on charges that were not diverted. Once you have signed this release form, you are free to share it with any criminal defense lawyer representing you, and seek their advice about whether it is in your interest to maintain this release and keep participating in LEAD, or whether it is in your interest to revoke the release and stop participating in LEAD.

Re-disclosure: I understand that my alcohol/drug treatment records are protected under federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2, and that my health care information, including my mental health records, is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR, Parts 160 & 164; RCW 70.96A, RCW 70.02. The entity that receives the above records may re-disclose them if permitted by law. Federal rules prohibit re-disclosure of alcohol/drug treatment records protected by 42 CFR Part 2 other than as provided for in this authorization, unless I give written consent or re-disclosure is otherwise permitted by 42 CFR Part 2. However, privacy laws may not prohibit re-disclosure of other information. Once an authorized party discloses health information not protected by 42 CFR Part 2, the person or organization that receives it may re-disclose it.

Notice to Accompany Disclosure: If the records include substance abuse treatment information protected by federal confidentiality rules (42 CFR Part 2) or information about HIV infection or sexually transmitted diseases protected by Washington State law (RCW 70.24.105), then the following prohibition of re-disclosure statements must be provided to the recipient of the information:

This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR Part 2) and/or state law (RCW 70.24.105). The Federal rules and/or state law prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2 and/or state law. A general authorization for the release of medical or other information is not sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

I have been provided a copy of this form.

Patient or legally authorized individual signature

Date

Time

Printed name if signed on behalf of the patient

Relationship

Program Consent Form

Agreement to participate

By signing below, I agree to participate in the Recovery Navigator Program ("RNP") program. RNP provides program participants who meet eligibility criteria with community-based social services, often instead of traditional criminal justice processing.

- My participation in RNP is completely voluntary. I understand that I may choose not to participate in RNP.
- I understand that the RNP is staffed through the Behavioral Health- Administrative Service Organization, and, for data management purposes, the Health Care Authority and relevant Technical Assistance and Training providers (e.g. National Support Bureau), and an Independent third-party who will evaluate the RNP, to be identified at a later time.
- I understand that if RNP staff determine that I am not making good use of the program's resources at any point in time, they may choose to withdraw program services.
- I understand that if I fail to complete the Intake process, fail to maintain contact with RNP staff, or terminate participation in the program, I will no longer be considered a RNP participant.
- If an arrest diversion, client has 30 days to complete intake paperwork with a RNP case manager. If paperwork is not completed, the prosecuting attorney will review the case for filing.
- If a social contact referral, the referral expires 6 months from the approval date.

AGREED AND ACCEPTED BY:

Name of RNP Program Participant

Signature of RNP Program Participant

Date

RNP PARTICIPANT SCREENING FORM

☐ Entered Databases ☐ Agency ☐ BHASO

Date: _____ Time: _____ am/pm

Client referred on: ____/____/____ Screening CM: _____ Subsequent Referral: ☐ Yes ☐ No

Information from Referring Officer

Client Name _____ SPD/KCS Incident # _____

Location of arrest/referral: _____

Referring Officer AND Department: _____ SPD - ☐ East ☐ West ☐ North ☐ South OR ☐ KCS

Officer Badge number & e-mail _____

Approving Sergeant: _____

Reason for RNP referral

☐ VUCSA—if possible, please specify:

- | | | |
|---|--|--|
| <input type="checkbox"/> Possession of Crack | <input type="checkbox"/> Possession of other drug with intent to deliver (specify drug: _____) | <input type="checkbox"/> Conspiracy/Solicitation/Attempt to deliver bunk |
| <input type="checkbox"/> Possession of Crack with intent to deliver | <input type="checkbox"/> Conspiracy/Solicitation/Attempt to deliver crack | <input type="checkbox"/> DOC Referral |
| <input type="checkbox"/> Possession of: _____ | <input type="checkbox"/> Conspiracy/Solicitation/Attempt to deliver other drug | <input type="checkbox"/> Social Contact Referral |
| <input type="checkbox"/> Prostitution Loitering | | |
| <input type="checkbox"/> Prostitution | | |
| <input type="checkbox"/> Drug Traffic Loitering | | |

Information from Client

Nicknames/aka: _____ DOB: ____/____/____ SSN: _____-_____-_____

Gender: ☐ Female ☐ Male ☐ Transgender (FTM or MTF) ☐ other: _____

Sexual Orientation:

- | | | | |
|--|--|--|--------------------------------------|
| <input type="checkbox"/> Heterosexual | <input type="checkbox"/> Gay/ Lesbian/ Queer/ Homosexual | <input type="checkbox"/> Bisexual | <input type="checkbox"/> Questioning |
| <input type="checkbox"/> Member of Sexual Minority | <input type="checkbox"/> Not Asked/ Reported/ Didn't Self Identify | <input type="checkbox"/> Client Choosing Not to Disclose | <input type="checkbox"/> Unknown |

Preferred pronoun (s) _____

Hispanic Origin:

- | | | |
|---------------------------------------|---|---|
| <input type="checkbox"/> Non-Hispanic | <input type="checkbox"/> Mexican-American/Chicano | <input type="checkbox"/> Other South American |
| <input type="checkbox"/> Hispanic | <input type="checkbox"/> Puerto Rican | <input type="checkbox"/> Other Spanish/Hispanic |
| <input type="checkbox"/> Cuban | <input type="checkbox"/> Other Central American | <input type="checkbox"/> Unknown |

Race (you may select more than one, circle specific nationality if applicable)

- | | | |
|--|---|--|
| <input type="checkbox"/> African | <input type="checkbox"/> Asian Indian | (Tribal Affiliation _____) |
| <input type="checkbox"/> African-American/African Descent | <input type="checkbox"/> Caucasian | <input type="checkbox"/> Pacific Islander (Fijian, Chamorro, Hawaiian, Samoan, Tongan) |
| <input type="checkbox"/> Alaska Native | <input type="checkbox"/> Eskimo | <input type="checkbox"/> Other (please specify) _____ |
| <input type="checkbox"/> Asian (Cambodian, Chinese, Filipino, Japanese, Korean, Laotian, Thai, Vietnamese) | <input type="checkbox"/> Latino, Chicano, Caribbean | <input type="checkbox"/> Unknown |
| | <input type="checkbox"/> Native American Indian | |

Primary Language: _____ ☐ Interpreter Needed Veteran Status: ☐ Yes ☐ No ERA? _____

Veteran Partner or Dependent: ☐ Partner/ Spouse ☐ Dependent ☐ Partner/ Spouse and Dependent ☐ N/A ☐ Refused ☐ Unknown

Marital Status: ☐ Divorced ☐ Married or Committed Relationship ☐ Separated ☐ Single/ Never Married ☐ Widowed ☐ Unknown

Cell phone/voice mail? _____ email: _____

Are you homeless? ☐ Yes ☐ No Where do you sleep? _____

Car camping? ☐ Yes ☐ No Where do you park? _____

Where/how can RNP staff contact you? _____

Open case and/or participant in: Therapeutic Court ☐ Yes ☐ No Pretrial Services/probation ☐ Yes ☐ No

If yes, please explain: _____

Service	Receiving	Interested	Notes
Help obtaining identification	<input type="checkbox"/>	<input type="checkbox"/>	
Health Care	<input type="checkbox"/>	<input type="checkbox"/>	
Public Benefits	<input type="checkbox"/>	<input type="checkbox"/>	
Food/Clothing	<input type="checkbox"/>	<input type="checkbox"/>	
Education/Vocational Training	<input type="checkbox"/>	<input type="checkbox"/>	
Employment Assistance	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency Shelter	<input type="checkbox"/>	<input type="checkbox"/>	
Housing	<input type="checkbox"/>	<input type="checkbox"/>	
Legal Assistance	<input type="checkbox"/>	<input type="checkbox"/>	
Mental Health Counseling	<input type="checkbox"/>	<input type="checkbox"/>	
Substance Abuse Treatment	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation Assistance	<input type="checkbox"/>	<input type="checkbox"/>	
Other:	<input type="checkbox"/>	<input type="checkbox"/>	

Are you still interested in receiving services from the RNP?

☐Yes ☐No

If not, why? _____

Immediate Actions Taken: _____

PLEASE TAKE PHOTO OF REFERRAL and SET APPOINTMENT WITH INDIVIDUAL

Recovery Navigator Program Narrative Intake – to be completed within 30 days of intake

Living Situation

- In the past 30 days, where have you slept most frequently?
☐ Street/outside ☐ Vehicle ☐ Emergency shelter ☐ Transitional housing
☐ Permanent housing ☐ With family or friends/couch surfing
- During the last 30 days, how many nights have you spent in an emergency shelter? _____ (nights)
- If you are currently living in transitional or permanent housing, approximately how many months have you lived there? _____ (months)
(☐ Check this box if the client has ALWAYS lived in permanent housing)
- If you are not currently living in permanent housing, when was the last time you had permanent housing? _____ (months ago)

- Overall, how safe do you feel your current housing situation is?

Not at all safe 0	Slightly safe 1	Moderately safe 2	Considerably safe 3	Extremely safe 4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Overall, how satisfied are you with your current housing situation?

Not at all satisfied 0	Slightly satisfied 1	Moderately satisfied 2	Considerably satisfied 3	Extremely satisfied 4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment

- Approximately how many days were you paid for working during the past 30 days? _____ days
(Note: include under the table, paid sick days, and vacation)
- How many days have you experienced employment problems in the past 30 days? _____ days
(Note: include inability to find work, actively looking for work, or problems with current job in which job is jeopardized)

	Not at all 0	Slightly 1	Moderately 2	Considerably 3	Extremely 4
How troubled or bothered have you been by employment problems in the past 30 days?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- For clients who are currently unemployed, or looking for a job, please answer the following questions:

	Not at all 0	Slightly 1	Moderately 2	Considerably 3	Extremely 4
How knowledgeable are you about where and how to look for a job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How comfortable are you writing a cover letter to apply for a job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How confident do you feel in your ability to interview for a job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How confident are you that a past boss/supervisor would recommend you for a future job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ N/A for above set of questions, check here if client is employed AND not looking for a new job

- What has been your usual employment status over the past year?

(Note: Response should represent the majority of the past year, not just the most recent. If there are equal times for more than one situation, select the most current of the situations.)

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Full-time (35+hours) | <input type="checkbox"/> Part-time |
| <input type="checkbox"/> Less than part-time/Temp Work | <input type="checkbox"/> Student |
| <input type="checkbox"/> Military Service | <input type="checkbox"/> Retired |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Unemployed |
| <input type="checkbox"/> Medical/drug or alcohol/psychiatric treatment | <input type="checkbox"/> Jail/prison |

- What type of work or training have you done before?

- What type of work or training would interest you?

Health & Behavioral Health

Type	Date Began	Date Ended	Type	Date Began	Date Ended
<input type="checkbox"/> Dental			<input type="checkbox"/> Developmental Disability		
<input type="checkbox"/> Head Injury			HIV		
<input type="checkbox"/> Hearing Impairment			<input type="checkbox"/> AIDS		
<input type="checkbox"/> Neurological Disability			<input type="checkbox"/> HIV		
<input type="checkbox"/> Speech Impairment			Physical		
<input type="checkbox"/> Vision Impairment			<input type="checkbox"/> Gout		
<input type="checkbox"/> Wounds/ Abscesses			<input type="checkbox"/> Mobility Impairment		
<input type="checkbox"/> Other Health Diagnosis			<input type="checkbox"/> Other Physical Impairment		

Chronic

Type	Date Began	Date Ended	Type	Date Began	Date Ended
<input type="checkbox"/> Arthritis			<input type="checkbox"/> Kidney Disease		
<input type="checkbox"/> Asthma			<input type="checkbox"/> Lupus		
<input type="checkbox"/> Cancer			<input type="checkbox"/> Memory Disorders/ Dementia		
<input type="checkbox"/> Cirrhosis			<input type="checkbox"/> Musculoskeletal Conditions		
<input type="checkbox"/> COPD			<input type="checkbox"/> Obesity		
<input type="checkbox"/> Diabetes			<input type="checkbox"/> Pain		
<input type="checkbox"/> Epilepsy/ Seizures			<input type="checkbox"/> Skin Conditions		
<input type="checkbox"/> Foot Conditions			<input type="checkbox"/> Thyroid		
<input type="checkbox"/> Gastrointestinal (including urinary)			<input type="checkbox"/> Tuberculosis (active)		
<input type="checkbox"/> Hepatitis C			<input type="checkbox"/> Tuberculosis (latent)		
<input type="checkbox"/> Hypertension			<input type="checkbox"/> Other Cardiovascular Condition		
<input type="checkbox"/> Insomnia			<input type="checkbox"/> Other Respiratory Condition		

Mental Health

Type	Date Began	Date Ended	Type	Date Began	Date Ended
<input type="checkbox"/> ADD/ADHD			<input type="checkbox"/> Personality Disorder		
<input type="checkbox"/> Anxiety Disorder			<input type="checkbox"/> Psychotic Disorder		
<input type="checkbox"/> Bipolar Disorder			<input type="checkbox"/> PTSD		
<input type="checkbox"/> Depressive Disorder			<input type="checkbox"/> Other MH Diagnosis		

Substance Use

- What role do drugs or alcohol have in your life?
(Alleviate pain? Physical/emotional?)

- How much money would you say you spent during the last 30 days on:

Alcohol? \$ _____ Drugs? \$ _____

(NOTE: Only count actual money spent. What is the financial burden caused by drugs/alcohol? If client cannot recall past 30 days, it is okay to ask for an estimate based on a week or a day and multiple that number to get a 30 day estimate.)

- On a scale of 1 to 10 with 1 being not at all and 10 being extremely, how troubled or bothered have you been by alcohol and/or drug problems in the past 30 days?

Alcohol 1 2 3 4 5 6 7 8 9 10

Drugs 1 2 3 4 5 6 7 8 9 10

Childhood & Education

- Can you tell me a little bit about your childhood?

(Did you have siblings? Who raised you? What was your relationship like with that person(s)? Foster care? Did you ever have concerns about your health or safety? Are you still in contact with your family, siblings, etc.?)

- Growing up, how did you do in school?

(What did you enjoy about school? What did you find challenging? Individualized Education Plan? Learning/developmental disability? Did you repeat any grades?)

- Were you ever placed in a special education class while you were in school?
☐ Yes ☐ No
- Are you currently enrolled in any educational, vocational, or training programs (such as college, GED, ESL, or other professional courses)? ☐ Yes ☐ No
↳ If yes, approximately how many hours per week do you spend attending this program? _____ hours
- Do you have future plans to attend any educational, vocational, or training programs (including college, GED, ESL, or other professional courses)? ☐ Yes ☐ No

Legal History

- What is your current legal situation? What concerns, if any, do you have about these circumstances?

- Are you currently on probation? ☐ Y ☐ N

Length of Probation: _____

PO Name: _____

Phone: _____ Location: _____

- Do you have any outstanding warrants? ☐ Y ☐ N

Plan/Concerns: _____

- Have you ever been convicted of: (Please briefly describe and include dates)

☐ Assault/Domestic Violence ☐ Sex Offense ☐ Drug Offense

☐ Arson ☐ Meth Manufacturing

Social History

- How would you describe your support system in the area?

- What does a typical day look like for you? What do you enjoy doing?

- Do you identify with any religious background or spiritual practice?

- Children: ☐ Yes ☐ No Are you a new or expecting parent? ☐ Yes ☐ No

Notes on children (i.e. custody, # of dependent children):

- Have you had significant periods in which you have had experienced serious problems getting along with people in your life?

Note: "Serious problem" means those that endangered the relationship. Also, a "problem" requires contact of some sort, either by telephone or in person	In the past 30 days		In the past year	
	No	Yes	No	Yes
Parents (mother or father)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Siblings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sexual partner/spouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Children	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other significant family (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Close friends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighbors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Co-workers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Health & Wellbeing

- Do you have a primary care physician? If so, who and when did you last see them?

- When was the last time you saw a doctor/nurse? What was the purpose? How was the experience?

- Number of ER visits in the last year: _____
- Hospital inpatient days in the last year: _____
- Hospital admissions in the last year: _____
- Notes: _____

- Have you ever been a victim of a violent attack during homelessness? ☐ Y ☐ N

- Have you ever had any serious head injury/trauma?

(Did you lose consciousness? Were you hospitalized? Was surgery required?)

- Do you currently have any pain or discomfort? Is it chronic or sporadic?

- Are you prescribed any medications? ☐ Y ☐ N

NAME:	DOSE:	PURPOSE:	DURATION:	PRESCRIBER:

- Have you been prescribed medications while in jail/prison? ☐ Y ☐ N
- How is your sleep? How many hours per day/night?

- Do you have vision or dental concerns?

- Do you have any of the following ongoing health issues and are you receiving care for this issue?

Health issues	Have this issue?		If yes, receiving care?	
	No	Yes	No	Yes
Kidney disease or dialysis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liver disease or cirrhosis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heart disease or history of heart attack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HIV+/AIDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emphysema	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asthma	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cancer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hepatitis C	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tuberculosis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seizure disorder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stroke	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Do you have any concerns about your mental health?

(Onset? When did you first receive tx? Previous diagnoses? Most recent diagnosis?)

- Has anyone ever told you that you have mental illness?

- Overall, how would you describe your mood?

- Have you ever been prescribed medication for mental health reasons?

NAME:	DOSE:	PURPOSE:	DURATION:	PRESCRIBER:	HELPFUL?
					<input type="checkbox"/> Y <input type="checkbox"/> N
					<input type="checkbox"/> Y <input type="checkbox"/> N
					<input type="checkbox"/> Y <input type="checkbox"/> N
					<input type="checkbox"/> Y <input type="checkbox"/> N

- Do you ever have thoughts about hurting yourself? About taking your own life?

(How frequent are these thoughts? Have you ever attempted suicide? How many times? Most recent time?)

- Have you ever engaged in any self-harm (cutting, burning, etc.)?
(In what way? How often? Does anything in particular trigger this behavior?)

- Have you been hospitalized to address these concerns (est. dates/places)?
(What has that experience been like for you?)

- Do you ever have thoughts about hurting anyone else? Any plans to do so?

- In your life, have you ever had any experience that was incredibly frightening or traumatic?
(Do thoughts of this event(s) affect your sleep? Nightmares? Do you try to avoid thinking about it? How?)

Conclusion

	Poor 1	Fair 2	Good 3	Excellent 4
Overall, how would you rate your current quality of life?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- Do you have any personal goals/plans you would like to work on in the coming 6 months? What would you like the RNP staff help you achieve?

Care Manager Impressions

Motivation for Care Management	Interested <input type="checkbox"/>	Ambivalent <input type="checkbox"/>	Not interested <input type="checkbox"/>
Hygiene	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Tracking Level	Good <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>

Protective Factors/Strengths

<input type="checkbox"/>	Married/committed partner and/or children:
<input type="checkbox"/>	Presence of positive social support from spouse, family and/or close friends:
<input type="checkbox"/>	Problem solving skills and history of healthy coping skills:
<input type="checkbox"/>	Active participation/interest in BH treatment:
<input type="checkbox"/>	Understands the risks of drug use and takes steps to reduce negative consequences:
<input type="checkbox"/>	Presence of hopefulness, as client is able to identify ways of coping and options for future:
<input type="checkbox"/>	Religious/Spiritual commitment:
<input type="checkbox"/>	Life satisfaction:
<input type="checkbox"/>	Future orientated with good insight of needs and goals:
<input type="checkbox"/>	Ct is a strong self-advocate, can express needs and ask for help:
<input type="checkbox"/>	Ct exhibits resiliency, learning and growing from past experiences:
<input type="checkbox"/>	Ct has a high level of health literacy (knows and addresses health needs):
<input type="checkbox"/>	Other:

LEAD New Client Checklist – Paper Forms

Case Manager	Intake/Registration Date
Client Name	REACH Client ID #

Screening Forms

LEAD Screening	<input type="checkbox"/>
LEAD Program Consent	<input type="checkbox"/>
LEAD OWG ROI	<input type="checkbox"/>
Photo	<input type="checkbox"/>

Intake/Registration Forms

HMIS Consent/Revocation	<input type="checkbox"/>
HMIS Profile	<input type="checkbox"/>
HIPAA Disclosure	<input type="checkbox"/>
Reach Grievance Policy	<input type="checkbox"/>
Reach Grievance Form	<input type="checkbox"/>
Reach Orientation Contract	<input type="checkbox"/>
Reach Client Rights	<input type="checkbox"/>
REACH ROIs	<input type="checkbox"/>
LEAD Intake part 1	<input type="checkbox"/>

To be completed within 30 days:

LEAD Intake part 2	<input type="checkbox"/>
Reach Individual Service Plan	<input type="checkbox"/>
Reach Self Care Plan	<input type="checkbox"/>
VI-SPDAT	<input type="checkbox"/>

Ongoing Documentation:

Proof of ID/SSN	<input type="checkbox"/>
Disability Documentation	<input type="checkbox"/>
Chronic Homelessness Documentation	<input type="checkbox"/>
Proof of Income	<input type="checkbox"/>
LEAD Rental Assistance Agreement	<input type="checkbox"/>
Rental Assistance Authorization	<input type="checkbox"/>
Motel Agreement	<input type="checkbox"/>
Motel Assistance Authorization	<input type="checkbox"/>

LEAD New Client Checklist – Agency Information-Enter within 3 days of completing Intake

1. DAP Documentation

- ☐ Code BH Screening Full
- ☐ Enter Intake into Agency
- ☐ Add Program Registration w/date of intake
- ☐ Set status for client
- ☐ Give copy of HMIS paperwork to Screening/Outreach Coordinator

Use HMIS Profile and LEAD Intake to input data

2. Required Records

- ☐ Income/Benefits/Insurance
- ☐ Education Level
- ☐ Employment Status
- ☐ Living Situation

3. Client Info

- ☐ Client Phone
- ☐ Substances Used
- ☐ Health/Behavioral Health Conditions
- ☐ Medical Record
- ☐ Verify Demographic Information
 - ☐ Check date of birth
 - ☐ Gender
 - ☐ Race
 - ☐ Social Security Number
 - ☐ Veteran Status

4. Other Info

- **Consents/Documentation – Required**
 - ☐ HMIS/Safe Harbor Consent/Revocation
 - ☐ HIPAA
 - ☐ Grievance
 - ☐ Reach Orientation
- **Consents/Documentation – If applicable**
 - ☐ Additional ROIs
 - ☐ Media Release
- **Add Client ID Numbers – Add an ID – any that apply**
 - ☐ DOC
 - ☐ Provider One
 - ☐ Driver's License Number
 - ☐ Tribal Enrollment

5. Scroll down for the following:

- ☐ Add VISPDAT
- ☐ Add Marital Status
- ☐ Add Client Self-Care Plan

King County Homeless Management Information System (HMIS)

Client Consent for Data Collection and Release of Information

What is the HMIS?

The HMIS is a data system that stores information about homelessness services. Bitfocus, Inc. manages the HMIS for King County. The purpose of the HMIS is to improve services that support people who are homeless to get housing, and to have better access to those services, while meeting requirements of funders such as the U.S. Department of Housing and Urban Development (HUD).

What is the purpose of this form?

With this form, you can give permission to have information about you collected and shared with Partner Agencies that help King County provide housing and services. A current list of Partner Agencies is at <http://kingcounty.hmis.cc/participating-agencies/>

BY SIGNING THIS FORM, I AUTHORIZE King County and Bitfocus to share HMIS information with Partner Agencies. The HMIS information shared will be used to help me get housing and services. It will also be used to help evaluate the quality of housing and service programs. I understand that the Partner Agencies may change over time.

The information to be collected and shared includes:

- Name, birthday, gender, race, ethnicity, social security number, phone number, address
- Basic medical, mental health, substance use, and daily living information
- Housing Information
- Use of crisis services, hospitals and jail
- Employment, income, insurance and benefits information
- Services provided by Partner Agencies
- Results from assessments
- My photograph or other likeness (if included)

BY SIGNING THIS FORM, I UNDERSTAND THAT:

- King County, Bitfocus and Partner Agencies will keep my HMIS information private using strict privacy policies. I have the right to review their privacy policies.
- There is a small risk of a security breach, and someone might obtain my information and use it inappropriately.
- If I have questions about my privacy rights, my HMIS information, or am concerned that my information has been misused, I can contact my HMIS systems administrator at (206) 444-4001 x2.
- I can receive a copy of this Consent and the Client Information Sheet
- I may refuse to sign this Consent. If I refuse, I will not lose any benefits or services.
- This Consent will expire 7 years from my last HMIS recorded activity.

- I may revoke this Consent earlier at any time in writing to:
 Bitfocus, Inc.
 ATTN: King County HMIS
 548 Market St #60866
 San Francisco, CA 94104-5401
- The revocation will take effect upon receipt, except to the extent others have already acted under this Consent.
- My HMIS information may be viewed by auditors or funders who review work of the Partner Agencies, including HUD, The Department of Veteran Affairs, The Department of Health and Human Services, and The Washington State Department of Commerce. I understand that the list of auditors and funders may change over time.
- My HMIS information may be shared to coordinate referral and placement for housing and services.
- My HMIS information may be further shared by the Partner Agencies to other agencies for care coordination, counseling, food, utility assistance, and other services.
- My HMIS information will be combined with other information from the Washington State Department of Social and Health Services (DSHS) to help evaluate the quality of social services.
- My HMIS information may be used for research; however, my identity will remain private.

Important: Personal information is not entered in HMIS for people who are 1) receiving services from domestic violence agencies; 2) fleeing or in danger from domestic violence, dating violence, sexual assault or stalking situation; or 3) have revealed information about being HIV positive or having AIDS. If one of these situations applies to you, **DO NOT** agree to have your personal identifying information collected.

SIGNATURE:

 Signature of Patient/Client or Representative:

 Date

 PRINTED NAME

For Agency Use Only:

Client Opted Out (Refused Consent) _____ (Staff/Agency Initials)

Witness Staff & Agency)

Date

Client Revocation of Consent

I revoke my permission to share personally identifying information about me and/or my dependent children under age 18 in the King County Homeless Management Information System (HMIS).

Identifying information to be removed from the system:

(Please check any of the information below to be removed from HMIS)

- | | |
|--|--|
| <input type="checkbox"/> My First and Last Name | <input type="checkbox"/> My Phone Number |
| <input type="checkbox"/> My Social Security Number | <input type="checkbox"/> My Ethnicity |
| <input type="checkbox"/> My Day and Month of Birth | <input type="checkbox"/> My Race |
| <input type="checkbox"/> My Last Permanent Address | |

If Applicable: Identifying information of minor children to be removed from the system:

(Please check any of the information below to be removed from HMIS)

- | | |
|---|----------------------------------|
| <input type="checkbox"/> Child's First and Last Name | Insert child/children's name(s): |
| <input type="checkbox"/> Child's Social Security Number | _____ |
| <input type="checkbox"/> Child's Day and Month of Birth | _____ |
| <input type="checkbox"/> Child's Last Permanent Address | _____ |
| <input type="checkbox"/> Child's Phone Number | _____ |
| <input type="checkbox"/> Child's Ethnicity | _____ |
| <input type="checkbox"/> Child's Race | _____ |

All non-identifying information will remain in the system:

Gender	Education
Year of Birth	Program Entry/Exit Answers
Any other non-identifying information	

I understand that I will continue to receive the same services from HMIS-participating agencies, whether I allow them to enter identifying personal information about me into the HMIS or not.

Client Signature (Parent/Guardian)

Date

Relationship to Client

Printed Name of Client (Please Print Clearly)

Agency Witness Signature

Date

Printed Name of Agency Witness

Homelessness Management Information System (HMIS) Profile

LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) FORM USE

Complete required form for EACH Household Member

Identification (Full Legal Name and Unique Identification):

First Name:		Middle Name:		Last Name:		Social Security Number:	
Date of Birth:	Is client head of household		If "No", name of head of household		Relationship to head of household:		
	<input type="checkbox"/> Yes <input type="checkbox"/> No						

Residence Prior to Program Entry:

Residence the night before program entry:		Residence City the night before program entry:		Length of stay at this residence:	
Approximate date of continuously homeless immediately prior to project entry:		Episodes of homelessness in last 3 years:		Continuously homeless for at least 1 year?	
		<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4+		<input type="checkbox"/> Yes <input type="checkbox"/> No	
If outside, are you staying in a vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No					

Last Permanent Housing: (record the city, state, and zip code of the apartment, room, or house where the client last lived for 90 days or more; emergency shelters & transitional homes, etc. NOT to be included)

City, State, and Zip Code of last Permanent Address:	
Was the last permanent address in UNINCORPORATED King County?	Was last permanent address within a city limit?
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Demographics:

Ethnicity:		Race (Check all that apply):	
<input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Hispanic		<input type="checkbox"/> American Indian/Alaska Native	<input type="checkbox"/> Asian
Gender (self-reported by client):		<input type="checkbox"/> Black/African American	<input type="checkbox"/> White
<input type="checkbox"/> Female	<input type="checkbox"/> Transgender male to female	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	
<input type="checkbox"/> Male	<input type="checkbox"/> Transgender female to male	<input type="checkbox"/> Client doesn't know	<input type="checkbox"/> Client refused
<input type="checkbox"/> Other:	<input type="checkbox"/> Client refused		
Primary Language:		Ability to understand English:	
		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Interpreter needed	

Veteran/Military Status:

Is client a U.S. Veteran? <input type="checkbox"/> Yes <input type="checkbox"/> No	Year Entered Military Service:	Years separated from military status:	Theater of Operations: <input type="checkbox"/> World War II <input type="checkbox"/> Korean War <input type="checkbox"/> Vietnam War <input type="checkbox"/> Persian Gulf War (Desert Storm) <input type="checkbox"/> Afghanistan (Enduring Freedom) <input type="checkbox"/> Iraq (Iraqi Freedom) <input type="checkbox"/> Iraq (New Dawn) <input type="checkbox"/> Other Peacekeeping Operations or Military Interventions
Branch of the Military:		Discharge Status:	
Is client a spouse/partner or dependent minor of a veteran? <input type="checkbox"/> Spouse/Partner <input type="checkbox"/> Dependent Minor <input type="checkbox"/> No			

Disability Types and Services: Physical disability, developmental disability, chronic health, and mental illness require written verification from a state licensed health care provider.

Use This Key for Answers Below:

Y - Yes

N - No

DK – Client Doesn't Know

X – Client Refused

	Diagnosed with: Client is currently diagnosed with disability listed	Long-term disability: Expected to be long- continued & indefinite duration and substantially impairs ability to live independently	Documentation: Documentation of the disability and severity on file	Services/Treatment: Currently receiving services treatment for this disability
Disabling Condition	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Physically Disability	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Developmental Disability	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Chronic Health Condition	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Mental Health Problem	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Substance Abuse <input type="checkbox"/> Alcohol <input type="checkbox"/> Drugs <input type="checkbox"/> Both	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Domestic Violence Victim/Survivor	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Have you been a victim of domestic violence in the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you currently fleeing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How long ago did client's most recent experience occur?				
<input type="checkbox"/> Within the past 3 months <input type="checkbox"/> 3 – 6 months <input type="checkbox"/> 6 months to 1 year <input type="checkbox"/> 1 year or more <input type="checkbox"/> Client doesn't know <input type="checkbox"/> Client refused				

Current Income:

<u>Income Source</u>	<u>Receiving?</u>	<u>Amount</u>	<u>Date Started</u>
Earned Income	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Unemployment Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Supplemental Security Income (SSI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Social Security Disability Income (SSDI)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Private disability insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
TANF	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Disability Lifeline/General Assistance (DL/GAU)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Retirement income from Social Security (SSA)	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
VA Service-Connected Disability Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
VA Non-Service-Connected Disability Compensation	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Pension from a former job	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Child support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Alimony or other spousal support	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	
Other Source:	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$	

Current Non-Cash Benefits:

<u>Benefit Source</u>	<u>Receiving?</u>	
Food Stamps (SNAP)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
WIC Nutrition Program	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Veteran's Administration Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TANF Child Care services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
TANF transportation services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other TANF-funded services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other Source:	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Health Insurance:		
<u>Insurance Provider</u>	<u>Receiving?</u>	
Medicaid	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Medicare	<input type="checkbox"/> Yes <input type="checkbox"/> No	
State Children's Health Insurance Program	<input type="checkbox"/> Yes <input type="checkbox"/> No	
VA Medical Services	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Employer-Provided Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Health Insurance obtained through COBRA	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Private Pay Health Insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No	
State Health Insurance for Adults	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Agency Representative: _____

Date: _____

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL AND DRUG AND ALCOHOL RELATED INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

GENERAL INFORMATION: Information regarding your health care, including payment for health care, is protected by two federal laws: the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. 1320d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. 290dd-2, 42 C.F.R. Part 2. Under these laws, Evergreen Treatment Services may not disclose any information identifying you as an alcohol or drug abuser, or disclose any other protected information except as permitted by federal law.

Generally, you must sign a written consent before Evergreen Treatment Services REACH Program can share information for any purpose. Written consent (with some exceptions) may be revoked either verbally or in writing. Under certain circumstances, federal law permits Evergreen Treatment Services to disclose information without your written permission:

1. **MEDICAL EMERGENCY:** To help in the event of an emergency medical situation.
2. **COURT ORDER:** As required by the document.
3. **CHILD ABUSE OR NEGLECT:** ETS is required to report to Child Protective Services any situation in reasonable cause is suspected in an incident of child abuse or neglect, including sexual abuse (RCW 26.44).
4. **THREATS OF HARM:** Threats to harm self or someone else.
5. **CRIME RELATED TO ETS:** ETS will disclose information to law enforcement about a crime or threat against our property or personnel.
6. **RESEARCH & AUDIT:** For research, audit or evaluations.
7. **QUALIFIED SERVICE ORGANIZATION AGREEMENT:** When ETS has a formal agreement with an organization / business associate.

YOUR RIGHTS: Under HIPAA you have the right to inspect and copy your own health information maintained by Evergreen Treatment Services, except to the extent that the information contains psychotherapy notes or information compiled for use in a civil, criminal or administrative proceeding or in other limited circumstances.

Under HIPAA you also have the right, with some exceptions, to amend health care information maintained in Evergreen Treatment Services records, and to request and receive an accounting of disclosures of your health related information made by Evergreen Treatment Services during the six years prior to your request. You also have the right to receive a paper copy of this notice.

EVERGREEN TREATMENT SERVICES DUTIES: Evergreen Treatment Services is required by law to maintain the privacy of your health information and to provide you with notice of its legal duties and privacy practices with respect to your health information. Evergreen Treatment Services is required by law to abide by the terms of this notice. Evergreen Treatment Services reserves the right to change the terms of this notice and to make new notice provisions effective for all protected health information it maintains.

COMPLAINTS AND REPORTING VIOLATIONS: You may complain to Evergreen Treatment Services and the Secretary of the United States Department of Health and Human Services if you believe that your privacy rights have been violated under HIPAA. You will not be retaliated against for filing such a complaint.

Violation of the Confidentiality Law by a program is a crime. Suspected violations of the Confidentiality Law may be reported to the United States Attorney in the district where the violation occurs.

I Hereby Acknowledge that I Received this Notice of Privacy Practices

Signature of Client

Printed Name of Client

Date

Witness Signature

REACH & LEAD Client Grievance Policy

Clients in the REACH & LEAD Programs have the right to request that their case managers, the REACH Co-Directors, and/or the LEAD Program Manager review case management decisions that affect them.

If a client is dissatisfied by a case manager decision, or the way a case manager has treated him or her, he or she should discuss his or her concerns directly with the case manager involved. If such a discussion fails to resolve the problem, the client can ask his or her case manager to schedule a meeting with the REACH Co-Directors, or the LEAD Program Manager.

If the client wishes to appeal the decision, he or she should write a letter describing the situation and the reason for the appeal. The REACH Co-Directors will consult with the ETS Executive Director and will respond with a decision to the client in writing.

I have read and received a copy of the REACH & LEAD Grievance Policy.

Client Signature

Date

Staff Signature

Date

**ADDRESS**

2133 3rd Avenue, #116
Seattle, WA 98121

TELEPHONE

(206) 432-3574

FAX

(206) 432-3575

EMAIL

mail@etsreach.org

Client Grievance

If you prefer to file a grievance verbally, please talk with your case manager.

Client Name: _____

Client ID Number: _____

Briefly explain the nature of the grievance:

Please list an appropriate resolution to your grievance:

If you have additional comment(s), please use the back of this paper.

Signature: _____ **Date:** _____



INTRODUCTION TO REACH SPACE – ORIENTATION CONTRACT

HOURS OF OPERATION

- Monday-Friday 8:30-4:30 (Tuesdays we close at 1:45; Thursdays we close at 2:45).
- REACH may be closed at other times (a door sign will inform you of when we'll reopen).

DOOR ETIQUETTE

- To buzz in: #016. That's POUND, ZERO, ONE, and then SIX.
- Please don't knock on the window, or yell to us, as we share the building w/ others.
- Front desk staff is constantly rotating; you might not see the same people every time.
- Through the intercom system, we will ask your name, and who you are here to see. We will ask everyone at the door the same questions; please do not let others in to the building without them stating their name and who they are here to see.
- Upon departure, please do not hold door open for anyone trying to enter – they will need to buzz in and state their name and who they are here to see.
- Please refrain from loitering in the foyer or near the outside gate area.

ALL REACH CLIENTS HAVE THE RIGHT TO:

- Be treated with respect.
- Receive services without discrimination or bias due to race, cultural or ethnic background, national origin, ancestry, language, religion, sex, gender identity, physical or mental or sensory ability, sexual orientation, age, veteran status, or any other protected classification.
- The confidentiality of any information shared with REACH staff, except in cases of threats/actions of harm to self or others or criminal activity on REACH property.

AMENITIES OF THE SPACE

- Nurses are onsite
- Doctor is onsite for Suboxone/Vivitrol
- Groups area & activities, bathroom, phone, & mail.
- Coffee, tea, water, and sometimes food (see **RESOURCE PAGE** for food options).

RULES OF THE SPACE

- Feel free to use the bathroom, have something to drink, and use the phone, but due to the volume of clients and our limited chairs, you may be asked to move along if you've already been in the space a while.
- You must be in control of yourself and able to follow our guidelines while at REACH.
- Show respect in your words and actions for yourself, other clients, staff, and facilities
- Language is not to include derogatory, threatening, or stereotyping words.
- Alcohol and drugs are not permitted on REACH premises (buying, selling, trading, using).
- No fighting or "play" fighting, verbal or physical. No weapons of any kind are allowed.
- Volume and language – please use respectful language at an appropriate volume.
- Respect others' privacy and personal space.
- No tobacco/tobacco products (including e-cigarettes).
- Please ask before using the kitchenette area.
- Only REACH clients in the space and allowed in Groups (no friends or partners).
- Bus tickets – only your case manager can provide them.
- No sleeping while at REACH. See **RESOURCE PAGE** for day centers and night shelters.
- The restroom is a shared space, and is not for attending to personal hygiene. If you're in there a while, you may be asked to wrap it up so others may use it.

- Wounds must be covered – if a nurse is not available, you may be asked to leave and go to a clinic to get them attended to before returning to REACH.
- Computers in the meeting rooms can be used while meeting with your case manager.
- Failure to follow these guidelines may result in your being asked to leave, and/or a bar from services at REACH.

GROUPS

- Groups are available for all REACH clients – come in to get a calendar every month, or if you have a mailing address we'll mail one!
- In order to make Groups enjoyable for all, please be prepared to engage meaningfully and respect other participants.
- If you're going to leave an outing in the middle, let a staff person know.
- If only one person shows up for an outing, it may be canceled.
- If you are not in control of yourself, you will not be able to participate in the group.
- Zero tolerance policy for weapons, drugs, or alcohol on outings.

NO STORAGE POLICY

- REACH cannot do short or long term storage of any personal items.
- Rubbermaid bins should be used for storing your items while at REACH.
- No items can be left at REACH when you are not on the premises – even for a few hours.
- REACH is not responsible for lost/stolen items. See **RESOURCE PAGE** for storage options.

HIPAA/GRIEVANCE/SAFE HARBORS (HMIS)

- A Notice of Privacy Practices, compliant with HIPAA, will be provided to, signed by, and retained in client records.
- An explanation of REACH's Grievance Policy & Client Rights will be given to every client.
- A Safe Harbors Release (HMIS) will be provided to, signed by, and retained in client records.

We look forward to working with you and having a relationship of mutual respect!

CLIENT SIGNATURE _____

DATE _____

CASE MANAGER SIGNATURE _____

DATE _____

FLOOR MANAGER SIGNATURE _____

DATE _____

CLIENT RECEIPT OF INFORMATION

Client name: _____

Date: _____

Case Manager: _____

Client initial below:

_____ Orientation Contract provided and signed (this document)

_____ HIPAA Disclosure and Acknowledgment form provided and signed

_____ Grievance Policy provided

_____ Safe Harbors Release provided and signed (if applicable)

_____ Media Release (if applicable)

RESOURCES PAGE

Use Crisis Clinic's Resource House database to pull and print most up-to-date info Re:

HYGIENE

FOOD

STORAGE

SHELTER

DAY CENTERS

NIGHT SHELTERS

<http://www.resourcehouse.info/Win211/>

Blue Start a Search button

Enter keyword in step 1, select zip and enter a client's zip code in step 2.

Use left-hand Narrow Your Results box to narrow to day of the week, population served, etc.

**ADDRESS**

2133 3rd Avenue, #116
Seattle, WA 98121

TELEPHONE

(206) 432-3574

FAX

(206) 432-3575

EMAIL

mail@etsreach.org

Client Rights

In accordance with section 388-877-0600 of the Washington Administrative Code (WAC), each client of this program is hereby informed that you have the right to:

1. Receive services without regard to race, creed, national origin, religion, gender, sexual orientation, age, or disability, except for bona fide program criteria;
2. Practice the religion of choice as long as the practice does not infringe on the rights and treatment of others or the treatment service. Individual participants have the right to refuse participation in any religious practice;
3. Be reasonably accommodated in the event of sensory or physical disability, to be provided a certified interpreter and translated material at no cost to you in the case of limitations to communication, limited English proficiency, and/or cultural differences, you may ask staff members to assist you in obtaining interpreter services if needed at any time;
4. Be treated with respect, dignity and privacy, except that staff may conduct reasonable searches to detect and prevent possession or use of contraband on premises;
5. Be free of sexual harassment;
6. Be free of exploitation, including physical and financial exploitation;
7. Have all clinical and personal information treated in accord with state and federal confidentiality regulations;
8. Review your clinical record in the presence of the administrator or designee and be given an opportunity to request amendments or corrections;
9. To help develop a plan of care with services to meet your needs;
10. To request information about names, location, phones, and languages for local agencies;
11. The right to receive the amount and duration of services you need;
12. To request information about the structure and operation of the Behavioral Health Organization (BHO);
13. To understand available treatment options and alternatives and to refuse any proposed treatment;
14. To receive an explanation of all medications prescribed or dispensed, as well as their possible side effects;
15. To receive quality services that are medically necessary;
16. To choose a behavioral health care provider. To change behavioral health care providers during the first 90 days, and sometimes more often and to have a second opinion from a behavioral health provider;
17. To be informed that research concerning clients whose costs of care is publicly funded must be done in accordance with all applicable laws, including state rules on the protection of human research subjects.
18. Receive a copy of agency complaint and grievance procedures upon request and to lodge a complaint or grievance with the agency, the Ombuds service, or BHO, if you believe your rights have been violated.
19. File a complaint with the department when you feel the agency has violated a WAC requirement regulating behavior health agencies.
20. To file a BHO appeal based on a BHO written Notice of Action.
21. To file a request for an administrative (fair) hearing.
22. You have the right to request policies and procedures of the BHO and community mental health agencies as they pertain to your rights.

I acknowledge I have received this information _____ Client initials

Date _____



EVERGREEN TREATMENT SERVICES

REACH is a program of Evergreen Treatment Services



CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize the exchange of information between
(name of participant)

EVERGREEN TREATMENT SERVICES – The REACH Program and

_____ the following information:
(name of person/organization to which disclosure is to be made)

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> _____(initial) Housing/homelessness history | <input type="checkbox"/> _____(initial) Health/behavioral health conditions/concerns |
| <input type="checkbox"/> _____(initial) Social Security no. & DOB | <input type="checkbox"/> _____(initial) Attendance at agency appts./ services |
| <input type="checkbox"/> _____(initial) Substance use history/ concerns | <input type="checkbox"/> _____(initial) Other _____ |

The purpose or need for such disclosure is to facilitate access to needed services/resources and coordinate ongoing care.

Other Purpose (if applicable): _____

I understand that my alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and the Health Insurance Portability and Accounting Act (45 CFR § 160 & 164) and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it. This consent expires automatically in one year if participant is no longer receiving services. Otherwise, this release is valid until services with REACH have been completed.

I have been offered a copy of this form.

- ☐ _____ (initial) Copy given
☐ _____ (initial) Declined

_____ Signature of Participant	_____ Initials	_____ Date	_____ Witness Signature
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CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize the exchange of information between
(name of participant)

EVERGREEN TREATMENT SERVICES – The REACH Program and

_____ the following information:
(name of person/organization to which disclosure is to be made)

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> _____(initial) Housing/homelessness history | <input type="checkbox"/> _____(initial) Health/behavioral health conditions/concerns |
| <input type="checkbox"/> _____(initial) Social Security no. & DOB | <input type="checkbox"/> _____(initial) Attendance at agency appts./ services |
| <input type="checkbox"/> _____(initial) Substance use history/ concerns | <input type="checkbox"/> _____(initial) Other _____ |

The purpose or need for such disclosure is to facilitate access to needed services/resources and coordinate ongoing care.

Other Purpose (if applicable): _____

I understand that my alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2) and the Health Insurance Portability and Accounting Act (45 CFR § 160 & 164) and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it. This consent expires automatically in one year if participant is no longer receiving services. Otherwise, this release is valid until services with REACH have been completed.

I have been offered a copy of this form.

- ☐ _____ (initial) Copy given
☐ _____ (initial) Declined

_____ Signature of Participant	_____ Initials	_____ Date	_____ Witness Signature
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LEAD INTAKE FORM – Part 1

☐ Check when information is entered
into AGENCY database

Care Manager _____ Date _____

Client Name _____ Alias _____

Date of Birth _____ Social Security # _____ - _____ - _____

Where can we find you? (location) _____

Mailing address _____ Unit # _____ City _____ Zip _____

Phone _____ Email _____

Who is most likely to know where you are, if we can't find you? _____

Address _____ Phone Number _____

Emergency Contact: _____ Relation _____

Address _____ Phone # _____

If currently homeless, what do you see as the cause of your homelessness? (select all that apply)

- | | | |
|--|--|---|
| <input type="checkbox"/> Abuse/Violence in the home | <input type="checkbox"/> Discharged from jail/prison | <input type="checkbox"/> Problems with Public Benefits |
| <input type="checkbox"/> Alcohol/SA Problems | <input type="checkbox"/> Family or Personal Illness | <input type="checkbox"/> Relationship Problems |
| <input type="checkbox"/> Asked to Leave | <input type="checkbox"/> Lost Job/Couldn't find work | <input type="checkbox"/> Related to Sexual Orientations |
| <input type="checkbox"/> Bad Credit | <input type="checkbox"/> Medical Expenses | <input type="checkbox"/> Unable to Pay Rent/Mortgage |
| <input type="checkbox"/> Couldn't pay utilities | <input type="checkbox"/> Mental Illness | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Discharged from Foster Care | <input type="checkbox"/> Moved to find work | |

* This information is gathered in HMIS Profile

Primary Language _____ Interpreter Needed? ☐ Yes ☐ No

Ethnicity (select all that apply):

<input type="checkbox"/> White/Caucasian	<input type="checkbox"/> Black/African-American	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Asian Indian	<input type="checkbox"/> African-Ethnic	<input type="checkbox"/> Native Hawaiian
<input type="checkbox"/> Cambodian	<input type="checkbox"/> Chinese	<input type="checkbox"/> Filipino
<input type="checkbox"/> Japanese	<input type="checkbox"/> Korean	<input type="checkbox"/> Laotian
<input type="checkbox"/> Thai	<input type="checkbox"/> Vietnamese	<input type="checkbox"/> Guamanian or Chamorro
<input type="checkbox"/> Samoan	<input type="checkbox"/> Middle Eastern	<input type="checkbox"/> Other Pacific Islander
<input type="checkbox"/> Other Asian	<input type="checkbox"/> Not Reported/Unknown	<input type="checkbox"/> Other (specify): _____

Hispanic Origin? ☐ Yes ☐ No

If Yes, Specify: ☐ Cuban ☐ Mexican/Mexican-American/Chicano ☐ Puerto Rican

☐ Other Spanish/Hispanic ☐ Unknown

** Most of this information is gathered in HMIS Profile*

Are you a Veteran? ☐ Yes ☐ No

If Yes, Discharge status?

☐ Active Duty ☐ Honorable ☐ Dishonorable ☐ Other

Are you the legal partner of a Veteran? ☐ Yes ☐ No Are you the dependent of a Veteran? ☐ Yes ☐ No

Do you identify as a survivor of domestic violence? ☐ Y ☐ N ☐ Choose not to answer

Most recent incident of DV? _____ (estimate date)

Episodes of homelessness in last 3 years: ☐ 1 ☐ 2 ☐ 3 ☐ 4 or more

Where did you sleep last night: City & Zip _____

☐ Street/outside ☐ In family or friends' home/couch surfing ☐ Vehicle

☐ Emergency shelter ☐ Transitional housing ☐ Permanent housing

Current length of stay _____

Zip code of last permanent residence _____

Length of homelessness:

☐ Less than 1 year ☐ 1 to 3 years ☐ More than 3 years ☐ Unknown ☐ Not currently homeless

Current Gender Identity:

☐ Female ☐ Male ☐ Transgender ☐ Transgender F-M ☐ Transgender M-F

☐ Genderqueer/Gender Non-Conforming ☐ Other: _____

Pronoun Preference: _____

Do you consider yourself to be:

☐ Heterosexual/Straight ☐ Bisexual ☐ Gay/Lesbian/Queer ☐ Choose not to disclose

☐ Questioning ☐ Unknown

Marital Status: ☐ Single or Never Married ☐ Now Married or Committed Relationship ☐ Separated ☐

Divorced ☐ Widowed ☐ Unknown Notes on partner: _____

Income/Benefits

How much money did you receive from the following sources in the past 30 days?

Source	Dollar amount	How long have you been receiving these payments?	Been denied or lost benefits in the past year?
Employment (Net or take home pay)			
Unemployment compensation			<input type="checkbox"/>
Pensions/Retirement			<input type="checkbox"/>
Disability			<input type="checkbox"/>
Tribal Income			<input type="checkbox"/>
Veteran's benefits			<input type="checkbox"/>
SSI/SSDI			<input type="checkbox"/>
Worker's Compensation			<input type="checkbox"/>
Food stamps			<input type="checkbox"/>
ABD (Aged, Blind or Disabled)			<input type="checkbox"/>
TANF (Temporary Assistance to Needy Families)			<input type="checkbox"/>
HEN			<input type="checkbox"/>
WIC			<input type="checkbox"/>
Other			

Insurance

Current Medical Coverage ☐ Yes ☐ No If yes, type of coverage _____

Provider One #: _____ Health Plan: _____

Education

Highest level of education completed? _____

Current grade level or activity:

☐ Not in school ☐ Vocational Training ☐ GED ☐ Community College ☐ College

Employment

When was the last time you were fully employed? _____ years/months ago

Current Status

<input type="checkbox"/> None/NA/Blank	<input type="checkbox"/> Retired	<input type="checkbox"/> Volunteer
<input type="checkbox"/> Job Training/Internship	<input type="checkbox"/> Unable to work	<input type="checkbox"/> Unknown
<input type="checkbox"/> Paid Employment	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Other, please describe:

Current Employment Level

<input type="checkbox"/> None/NA/Blank	<input type="checkbox"/> Part-time	<input type="checkbox"/> Unemployed
<input type="checkbox"/> Day Laborer	<input type="checkbox"/> Retired	<input type="checkbox"/> Unknown
<input type="checkbox"/> Fulltime	<input type="checkbox"/> Unable to work	<input type="checkbox"/> Other, please describe:

Job Title/Type of Work _____

Employer Name _____

Employment Date End _____

Reasons for Termination

- ☐ None/NA/Blank ☐ Asked to resign ☐ Fired ☐ Quit ☐ Unknown
☐ Other, please describe: _____

Living Situation**Type**

<input type="checkbox"/> Emergency Shelter	<input type="checkbox"/> Jail/Prison (60+ days)	<input type="checkbox"/> Tiny House
<input type="checkbox"/> Encampment	<input type="checkbox"/> Medical Respite	<input type="checkbox"/> Transitional Housing
<input type="checkbox"/> Hospital (90+ days)	<input type="checkbox"/> Skilled Nursing Facility	<input type="checkbox"/> Unsubsidized Housing
<input type="checkbox"/> Hospital – Psychiatric facility (90+ days)	<input type="checkbox"/> Sobering Center	<input type="checkbox"/> Other, please describe:
<input type="checkbox"/> Hotel/Motel (Agency paid)	<input type="checkbox"/> Stay w/Family (not on lease)	
<input type="checkbox"/> Hotel/Motel (Self paid)	<input type="checkbox"/> Stay w/Friends (not on lease)	
<input type="checkbox"/> Independent permanent housing	<input type="checkbox"/> Streets, car, or other public place	<input type="checkbox"/> Unknown
<input type="checkbox"/> Inpatient Drug & Alcohol Tx (90+ days)	<input type="checkbox"/> Supportive Housing	

Location

<input type="checkbox"/> None/NA/Blank	<input type="checkbox"/> Seattle	<input type="checkbox"/> WA (Outside King County)
<input type="checkbox"/> King County (Outside Seattle)	<input type="checkbox"/> Snohomish County	<input type="checkbox"/> Other Country
<input type="checkbox"/> Pierce County	<input type="checkbox"/> US (Outside WA)	<input type="checkbox"/> Unknown

Geographic Detail – Neighborhood: _____

Facility Name _____

Address _____ Unit # _____

City _____ State _____ Zip _____

Move-in Date _____

Who Pays:

<input type="checkbox"/> None/NA/Blank	<input type="checkbox"/> Housing First Funds	<input type="checkbox"/> VASH Voucher
<input type="checkbox"/> Shelter Plus Care	<input type="checkbox"/> LEAD Funds	<input type="checkbox"/> GDP TIP
<input type="checkbox"/> Self-paid	<input type="checkbox"/> Section 8 – King County	<input type="checkbox"/> Scattered Sites
<input type="checkbox"/> Other	<input type="checkbox"/> Section 8 – KC HASP	<input type="checkbox"/> Vital Funds
<input type="checkbox"/> Unknown	<input type="checkbox"/> Section 8 - SHA	

Alcohol & Drug History

Primary drug of choice _____ Secondary: _____ Tertiary _____

Use This Key for Answers Below:					
Y – Yes N – No DK – Client Doesn't Know X – Client Refused					
SUBSTANCE	ADMIN CODE: Inhalation (I) Injection (J) Oral (O) Nasal (N) Smoking (S) Other (X)	Diagnosed with: Client is currently diagnosed with disability listed	Long-term disability: Expected to be long- continued & indefinite duration and substantially impairs ability to live independently	Documentation: Documentation of the disability and severity on file	Services/Treatment: Currently receiving services treatment for this disability
Alcohol		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Tobacco		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Heroin		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Other Opiates & Synthetics		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Methadone (illicit)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Spice/K2		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Other Amphetamines		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Other Sedatives/Hypnotics/Tranquilizers		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Cannabis (Marijuana)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Cocaine (all forms)		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Methamphetamine		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Hallucinogens		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
Inhalants		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> DK <input type="checkbox"/> X
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Comments & Follow up:

Job Summary – Summarize the overall purpose and objectives of the job.

The Screening & Outreach Coordinator will act as the contact point for all referrals to LEAD case management. As such, this position must ensure effective and efficient communication and collaboration between all partners involved in referring and receiving referrals for LEAD. This position will provide screening, outreach, and engagement to individuals referred to LEAD. The Outreach/Screening Coordinator will conduct street outreach as needed to engage referred individuals who have yet to engage with their assigned case manager. The Outreach/Screening Coordinator must develop and maintain positive, collaborative relationships with all LEAD partners and other service providers in order to best serve LEAD participants.

Job Functions – List the principle tasks, duties and responsibilities of the job

Be point of contact and primary liaison with law enforcement, community, and others making LEAD referrals. Provide initial screening and engagement with referred individuals. Manage and maintain information regarding referrals in database. Provide street outreach to engage referred individuals and help facilitate client engagement with assigned case manager. Support case managers in finding individuals when necessary. Provide immediate response to Seattle Police Dept, King County Sheriff Office and Dept of Corrections officers regarding LEAD participants when LEAD case managers are not available. Develop and maintain positive, collaborative relationships with LEAD partners and other service providers including SUD and mental health treatment providers, health care providers, shelter providers, landlords, detox centers, DSHS workers. Provide after-hours on call phone response to Law Enforcement referring arrest diversions to LEAD case management; this may often require in person response to precinct or other facility staffed by 24/7 reception (in person response will be based on clinical appropriateness).

Minimum Qualifications – Minimum knowledge, skills and abilities to enter the job. Also, list any certifications, degrees, etc. that are required. High school diploma or equivalent required. Undergraduate degree preferred. Relevant experience may substitute for degree. Must have competence using smartphone and entering data into electronic database daily.

Desired Experience – Desired/preferred experience, education, and training.

Demonstrated ability providing street based outreach and engagement services to low level drug offenders and difficult to engage populations. Demonstrated experience developing positive, collaborative relationships with law enforcement and social services providers to effectively serve mutual clients. Understanding of substance use disorders and harm reduction strategies along with a demonstrated passion for serving individuals experiencing homelessness and behavioral health challenges highly desired.

Special Working Conditions (If required): Examples: chemicals, fumes, heat/cold, evening/weekend hours, travel.

Ability to be in rotation for 24/7 on-call response to law enforcement for arrest diversion referrals. Ability to flex schedule when necessary to accommodate special program needs. Street outreach requires the ability to easily navigate city streets on foot and tolerate a variety of weather conditions.

LEAD Project Manager Job Description

ORGANIZATION DESCRIPTION

[Law Enforcement Assisted Diversion \(LEAD\)](#) is an innovative, widely replicated alternative to jail and prosecution for people who commit law violations or engage in problematic behavior due to behavioral health conditions and/or extreme poverty. LEAD was launched in Seattle in 2011 and now is established in nearly 20 jurisdictions nationally, with many more jurisdiction in various stages of LEAD design and implementation work.

The Public Defender Association (PDA), the project manager of LEAD in Seattle/King County, is a non-profit organization that advocates for justice system reform and develops alternatives that shift from a punishment paradigm to a system that supports individual and community health. We also provide technical assistance to community partners who are committed to these goals.

We advance justice system reform and alternative practices and policy through several core programs and policy initiatives, including:

- **Law Enforcement Assisted Diversion (LEAD):** Under LEAD, police officers exercise discretionary authority at the point of contact to divert individuals to a community-based intervention program for low-level criminal offenses (such as drug possession, sales, and prostitution offenses). PDA is the project manager for the flagship LEAD program in Seattle-King County, and provides technical support for jurisdictions nationally and internationally that want to replicate LEAD through our LEAD National Support Bureau.
- **Voices of Community Activists and Leaders – Washington (VOCAL-WA):** VOCAL-WA builds power among low- and no-income people directly affected by the war on drugs, homelessness, mass incarceration, and the HIV/AIDS epidemic to create healthy and just communities for all.
- **Transforming Policing:** The Public Defender Association’s Racial Disparity Project (RDP) worked to improve police accountability and reconsider the role of the police since its inception in 1998. PDA staff have chaired Seattle’s innovative Community Police Commission since it was launched in 2013; work in partnership with **law enforcement** agencies as they innovate and transform; advocate for the reform of Washington’s deadly force laws; and represent families of individuals killed in police custody or jail.
- **System Reform:** In the spirit of our four decade history as a public defense office committed to system reform, the current incarnation of the Public Defender Association continues to do policy advocacy, litigation, public education and organizing on issues that systemically affect people who are or are likely to be engaged by the justice system. This work includes efforts such as the campaign for safe consumption spaces in Seattle/King County.

POSITION DESCRIPTION

The available LEAD Project Manager (1.0 FTE) position would be part of a team engaged in the project management of PDA's local LEAD work, and would entail close collaboration with law enforcement, case managers, prosecutors, and neighborhood and community leaders. In addition to day to day maintenance and troubleshooting of LEAD operations, this position likely will focus on developing LEAD in South King County, including Burien and White Center.

Project Manager positions are FLSA-exempt. Work outside of normal business hours is expected. Travel throughout King County and Seattle will be required, and some travel outside King County may be required. This Project Manager position will report directly to LEAD Seattle-King County Project Director, Tara Moss, and would work under the overall guidance of PDA Director, Lisa Daugaard.

JOB RESPONSIBILITIES

In addition to day to day maintenance and troubleshooting of LEAD operations, this position likely will focus on developing LEAD in interested cities in the South King County area, including Burien, White Center and Kent. Depending on the background and community connections of the individual hired, the expected geographic concentration for this position could shift to other areas within Seattle and/or elsewhere in King County.

- **Project Design:** Work with PDA's LEAD Team (including PDA Director, LEAD Seattle-King County Project Director, and other Project Managers) and other King County LEAD partners (including the King County Prosecutor, Executive, Sheriff and Council, and King County's Behavioral Health & Recovery Division) to identify and support interested South King County cities that are interested in launching LEAD in their city;
- **Project Implementation:** Coordinate with city stakeholders (including law enforcement, service providers, city prosecutor's office, businesses and other community safety advocates) to design and implement LEAD within their jurisdiction;
- **Project Management:** Day to day maintenance and troubleshooting of LEAD as implemented in new jurisdictions and/or in existing areas of operation, as assigned by the LEAD Project Director;
- **Management of Regular Operation Workgroup (OWG) Meeting and Process:** Facilitation of the biweekly OWG with key operational partners in LEAD. LEAD partners use OWGs to share information about program participants' situation and progress, discuss referral criteria, program capacity and compliance with the LEAD protocol, and to focus the attention of LEAD program staff and law enforcement in particular areas viewed with concern by neighborhood representatives;
- **Community Education and Engagement:** Educate community members (including individuals, businesses community groups, and social service providers) on how LEAD works and potential ways to implement program in their community. Work with community groups to understand current public health and public safety needs within their community;
- From time to time there will be involvement in other work of PDA such as other police reform advocacy to development of other diversion and justice system reform initiatives and other duties as assigned.

REQUIREMENTS / QUALIFICATIONS

- Demonstrated understanding of, and commitment to, LEAD's core principles
- Knowledge of the Burien and White Center communities
- 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
- Deep understanding of substance use disorder, motivational interviewing and harm reduction strategies
- Experience facilitating meetings
- Excellent written and verbal communication skills
- The ideal candidate will be a self-motivated individual who has strong interpersonal, public speaking and problem-solving skills; interest in working as a member of a team and in a fast-paced, dynamic environment is essential
- Candidates must have demonstrated interest in criminal justice, homelessness, and/or drug policy reform and a willingness to approach these issues with a racial justice analysis
- Experience and knowledge of local homeless services and housing systems is preferred
- Experience or familiarity with community and human services dynamics and public safety/order issues in South King County communities is valuable in this position
- Commitment to the mission and approach of the Public Defender Association
- Basic computer skills, including ability to use the internet, email (Google platforms as used at PDA), word processing (e.g. Microsoft Word) and spreadsheets (e.g. Excel) are required

COMPENSATION

The starting range is \$64,456 - \$100,944 annually, depending on experience, with a scale with up to 10 annual step increases effective on the anniversary date, and annual cost of living increase at Board discretion. Benefits include up to 4% 401k match after six months employment, plus annual profit sharing of (typically) 2% more in office 401k contribution; generous medical and dental benefits for employees and family members; three weeks vacation accrued annually to start, increasing over time to 4 weeks annually; an unlimited ORCA public transit card; and other benefits.

EQUAL OPPORTUNITY STATEMENT

The Public Defender Association is an equal opportunity employer. People of color and people who are formerly incarcerated or homeless, or frequently subject to law enforcement focus, HIV-positive, women and/or LGBTQIA+ are strongly encouraged to apply.

HOW TO APPLY

Please send a cover letter and résumé to Tara Moss, tara.moss@defender.org. In the subject line, please put "LEAD Project Manager [Your Name]". No phone calls please.

The position will remain open until filled. **Note: Only those candidates under consideration will be contacted.**

JOB SUMMARY- Program Supervisor

This position is critical to the functioning of the Recovery Navigator Program (RNP) and the effective allocation of goods and services to the RNP clientele. The Supervisor will be responsible for day to day supervision of RNP case managers through regularly scheduled individual meetings and clinical supervision. The Supervisor will also be available to supervisees as needed for consultation when questions arise. The Supervisor will monitor the productivity and documentation of those supervised. The Supervisor will maintain effective collaborative relationships with all RNP partners and community stakeholders.

JOB FUNCTIONS (May Include):

1. Supervision of RNP Case Managers to ensure that supervisees are:
 - Engaging clients through outreach, trusting relationships and individually tailored case management services.
 - Collaborating with clients to develop an individualized service plan and helping clients achieve identified goals.
 - Advocating for clients to gain access to a wide variety of community resources.
 - Identifying gaps and barriers in available community resources and advocating for systemic changes.
 - Attending RNP Team meetings and other required meetings.
 - Developing and maintaining client files for assigned caseload according to agency and contract requirements.
 - Tracking all purchasing activities accurately and timely.
2. Utilize resiliency practices to provide clinical support for supervisees with lived experience related to RNP clientele and/or experiencing secondary trauma.
3. Conduct performance evaluations of supervisees in accordance with agency policies.
4. Approve leave requests submitted by supervisees to ensure adequate leave and coverage.
5. Facilitate conflict resolution between supervisees and other staff or partners.
6. Keep the RNP Program Manager informed of the material needs of RNP staff.
7. Represent the RNP to community stakeholders using effective communication and strategic partnerships to best leverage the RNP strengths and contribute to the success of the program.
8. Participate as a member of the leadership team providing overall program leadership and support.
9. Additional duties as assigned

QUALIFICATIONS

Education

High school diploma or equivalent required, undergraduate degree preferred. Academic training in the social service field and in the area of substance use disorder treatment desirable. Master's Degree preferred.

Experience

A minimum of five years' experience in work related to social work or outreach programs. Experience providing services to addicted individuals from a harm reduction perspective is essential. Experience with case management, homelessness and co-occurring disorders preferred. Two years supervisory experience (or equivalent) required.

Knowledge Requirements

1. Computer literate, with basic knowledge of Microsoft Office Suite, as well as a high level of initiative in keeping current with technological change
2. Ability to prioritize workload and daily activities and complete tasks in a timely and efficient manner
3. Ability to develop and maintain basic budgeting and accounting systems that function in a transparent manner.
4. Ability to set boundaries, resolve conflict and de-escalate issues
5. Dependable, able to work under pressure; receptive to change, willingness to learn, cooperative

approach to problem-solving

6. Ability to establish and maintain effective working relationships with staff, participants, and outside contacts from a wide variety of ethnic, socioeconomic and cultural backgrounds, good diplomatic skills.
7. Must be able to pass a Washington State Patrol criminal background check
8. Flexible team player
9. Excellent attention to detail
10. Knowledge of budgeting

Language Skills:

1. Ability to read and interpret general business correspondence, policies and procedures, referral information, financial documentation and applicable government regulations.
2. Ability to write case file notes, uncomplicated reports, instructions and procedures.
3. Ability to present information effectively and respond to questions from participants, staff, collaborative partners and the general public.

Mathematical Skills and Reasoning Ability:

1. Thorough knowledge of and ability to apply business arithmetic skills accurately and rapidly.
2. Ability to solve practical problems and deal with a variety of concrete variables in situations where standardization may be limited. Ability to interpret a variety of instructions furnished in written, oral, schedule or diagram format.
3. Basic math skills

Physical Requirements

1. The employee is regularly required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms and talk or hear; frequently required to stand, walk and kneel; occasionally to climb balance, or stoop; rarely to crouch or crawl.
2. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close, color and peripheral vision and the ability to adjust focus. The noise level in the work environment is moderate.
3. Valid Driver's License and acceptable driving record required

Equipment used

Computer, photocopier, fax machine, cell phone, and possible use of the program vehicle.

Note: Nothing in this job description restricts management's right to assign or reassign duties and responsibilities to this job at any time.

I have read and understand all of the above. I have reviewed the duties and responsibilities, as well as the minimum requirements of this position, with an authorized agency representative. I understand that this document does not create an employment contract and that Evergreen Treatment Services is an "at will" employer.

Employee Name: _____

Employee Signature: _____ **Date:** _____

Supervisor Name: _____

Supervisor Signature: _____ **Date:** _____

JOB SUMMARY- Case Manager

This position is critical to the Recovery Navigator Program. The main roles of the Case Manager are outreach, engagement, and intensive case management services to individuals whom have been referred by law enforcement, community based organizations, emergency medical services, and other individuals and organizations who might come in contact with an individual who could benefit from compassionate support. The Case Manager will provide direct services to a case load of approximately 25-30 individuals. Case managers provide outreach, long-term engagement and supportive services for participants through intensive case management activities and collaboration with Behavioral Health Administrative Service Organizations (BHASOs), local partners, service providers, housing providers and other community organizations.

JOB FUNCTIONS (May Include):

1. Provide Outreach and Intensive Case Management services for assigned participants:
 - Engage participants at the referral location, on the street and at social service provider facilities to establish a working relationship and offer services.
 - Assess participants for severity of chemical dependency and housing status and determine needs for other services, e.g., medical, mental health.
 - Assist participants in gaining access to a variety of funding programs (e.g., SSI, ABD, VA).
 - Assist participants in finding housing and maintaining occupancy.
 - Develop and implement with the participant's input an individualized Service Plan which addresses the needs of the participant for food, clothing, shelter, and health care and substance use disorder treatment or reduction/elimination of drug/alcohol use through self-change methods. Update this Plan periodically to reflect movement toward or attainment of articulated goals and the emergence of new participant needs and to help the participant move toward the achievement of autonomy.
 - Develop and maintain a working relationship with crisis stabilization facilities, crisis responders, evaluation and treatment facility staff, DSHS workers, chemical dependency treatment providers, mental health providers, health care providers, shelter providers, landlords, detox centers, Assessment Center staff, protective or representative payees, and other community programs which may support participants.
 - Provide structured Intensive Case Management services consistent with program policies.
 - Develop and maintain collaborative relationships with local partners including local law enforcement and fire departments.
 - Provide advocacy and support for participants within the criminal justice system including court appearances and written communication.
 - Attend regularly scheduled Operational Work Group Meetings and the staffing of participants with partners.
 - Accompany participants to appointments as needed.
 - Assist participants in developing a spending plan and in shopping.
2. Advocate for the participant with a wide variety of other service providers:
 - Assist participants in gaining entry into service programs.
 - Develop relationships with housing resources, and assist the participant in gaining access to appropriate housing.
3. Identify gaps and barriers in available community resources and advocate for systemic changes.
4. Attend stakeholder work groups and committees to represent the experiences of program participants.
5. Develop and maintain participant files for assigned caseload according to program, contract and state requirements.

QUALIFICATIONS

Education

High school diploma or equivalent required. Further education/training is desirable.

Experience

The ability to respectfully engage and develop a working alliance with the people we are serving is essential.

Understanding of harm reduction along with a demonstrated passion for serving individuals experiencing homelessness and co-occurring disorders required. Street outreach experience a plus. Skills necessary to provide advocacy and support for participants within the criminal justice system including court appearances and written communication. Ability to advocate and effectively communicate and problem solve under pressure in high stress situations.

Training

Certified Peer Counseling, Agency Affiliated Counselor, Crisis Intervention Training,

Knowledge Requirements

1. Computer literate, with basic knowledge of Microsoft Office Suite, as well as a high level of initiative in keeping current with technological change
2. Ability to prioritize workload and daily activities and complete tasks in a timely and efficient manner
3. Ability to set boundaries, resolve conflict and de-escalate issues
4. Dependable, able to work under pressure; receptive to change, willingness to learn, cooperative approach to problem-solving
5. Ability to establish and maintain effective working relationships with staff, participants, and outside contacts from a wide variety of ethnic, socioeconomic and cultural backgrounds, good diplomatic skills.
6. Must be able to pass a Washington State Patrol criminal background check
7. Flexible team player
8. Excellent attention to detail

Language Skills:

1. Ability to read and interpret general business correspondence, policies and procedures, referral information, financial documentation and applicable government regulations.
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1. The employee is regularly required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms and talk or hear; frequently required to stand, walk and kneel; occasionally to climb balance, or stoop; rarely to crouch or crawl.
2. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close, color and peripheral vision and the ability to adjust focus. The noise level in the work environment is moderate.
3. Valid Driver's License and acceptable driving record required

Equipment used

Computer, photocopier, fax machine, cell phone, and possible use of the program vehicle.

Recovery Navigator Program Administration

