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## SUBGRANT AGREEMENT

This agreement is dated as of March 12, 2021 (“**Effective Date**”) between Vital Strategies, Inc. (“**Vital Strategies**”) a not-for-profit corporation organized under the laws of the State of New Jersey with authority to do business in the State of New York with business address at 100 Broadway, 4<sup>th</sup> Floor, New York, New York 10005, and Washtenaw County Sheriff’s Office (the “**Subgrantee**”) whose address is 2201 Hogback Rd. Ann Arbor, MI 48105.

Vital Strategies is making a subgrant to Subgrantee as part of the Overdose Prevention Program. A general description of the Subgrantee’s work is found in Annex A.

### **Vital Strategies and the Subgrantee agree as follows:**

- 1. DURATION:** This agreement shall commence on the Effective Date and shall end on September 30, 2021. This agreement may be extended subject to satisfactory performance and availability of funds.
- 2. CONTRACT MANAGER:** Kate Boulton, an employee of Vital Strategies (“**Contract Manager**”), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Subgrantee’s fulfillment of the terms of this agreement.
- 3. SCOPE OF WORK:** A general description of the Subgrantee’s work is found in Annex A. The Subgrantee shall perform work commissioned by Vital Strategies as described in Annex B. The Subgrantee shall maintain appropriate staff to carry out its obligations under this agreement as described in Annex C.

Site of work: Washtenaw County, Michigan .

### **4. CONSIDERATIONS AND PAYMENTS:**

- 4.1** The maximum payment amount of the contract shall be U.S. \$195,755 (“**Grant Funds**”).
- 4.2** All payments shall be made in accordance with the approved budget found in Annex D and according to the payment schedule found in Annex E.
- 4.3** All expenses shall only be paid upon prior approval of the Contract Manager and according to Vital Strategies’ policies and procedures upon submission and approval of invoices.
- 4.4** All Grant Funds must be expended exclusively for charitable purposes within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code (the “**Code**”). Grant Funds, as well as any interest earned thereon, may not be expended for any other purpose without the prior written approval of Vital Strategies. Any Grant Funds not expended or committed for the purposes of the Grant in accordance with the terms of this agreement must be returned to Vital Strategies within 90 days of the expiration or termination of this agreement, unless otherwise agreed in writing by Vital Strategies and the Subgrantee.
- 4.5 Acceptance of Deliverables:** Vital Strategies shall review all deliverables under the Scope of Work as they are submitted (that review, the “**Acceptance Review**”). The Acceptance Review shall determine if the deliverables meet all relevant criteria established in the Scope of Work and in Section 3 of this agreement (these criteria, the “**Acceptance Criteria**”). If



the work does not meet the Acceptance Criteria, Vital Strategies shall notify the Subgrantee of any nonconformity and may request that the Subgrantee remedy the nonconformity within a timeframe agreed upon with the Contract Manager. Payment under this agreement shall be withheld until the Acceptance Criteria are met.

## 5. NOTICES AND COMMUNICATION:

- 5.1** Where in this agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or sent by e-mail to the address or addresses noted in Section 5.2. All communications sent by mail must also include an email specifying that notice by mail has been sent. The address of either party may be changed by notice in the manner set out in this provision.
- 5.2** All notices and communications concerning this agreement shall be addressed to the respective contact people as follows:

For Agreement-related Communications:	
<b>For Vital Strategies:</b> Name: Daliah Heller Title: Director, Substance Use Initiatives Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email: <a href="mailto:DHeller@vitalstrategies.org">DHeller@vitalstrategies.org</a>	<b>For the Subgrantee:</b> Name: Derrick Jackson Title: Dir of Community Engagement Company Name: Washtenaw Co. Sheriff Company Address: 2201 Hogback rd. Ann Arbor, MI 48105 Email: <a href="mailto:jacksond@washtenaw.org">jacksond@washtenaw.org</a>

For Project-related Communications:	
<b>For Vital Strategies:</b> Name: Kate Boulton Title: Legal Technical Advisor Vital Strategies 100 Broadway, 4 <sup>th</sup> Floor New York, New York 10005 Email: <a href="mailto:kboulton@vitalstrategies.org">kboulton@vitalstrategies.org</a>	<b>For the Subgrantee:</b> Name: Derrick Jackson Title: Dir of Community Engagement Company Name: Washtenaw Co. Sheriff Company Address: 2201 Hogback rd. Ann Arbor, MI 48105 Email: <a href="mailto:jacksond@washtenaw.org">jacksond@washtenaw.org</a>

- 5.3** The Subgrantee agrees to reasonable project-related communications by e-mail, phone or other means that are mutually agreeable to the parties and in accordance with the requirements found in Annex F.
- 5.4 Related Documentation:** The Subgrantee shall provide Vital Strategies with all related documentation that is customarily provided with the type of work described in the Scope of Work (that documentation, the "**Related Documentation**"). Related Documentation shall be accurate, current, complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

## 6. INELIGIBLE COSTS:



- 6.1** The following costs are considered ineligible for reimbursement with Grant Funds: i) debts and provisions for losses or debts; ii) interest owed; iii) items already financed in another framework; iv) currency exchange losses; and v) taxes.
- 6.2 Recovery:** The Subgrantee undertakes to repay any amounts paid in excess of the approved amount to Vital Strategies within 30 days of receiving a request to do so. Should the Subgrantee fail to make repayment within the established deadline, Vital Strategies may (unless the Subgrantee is a government agency) increase the amounts due by adding interest at the rate applied by the Federal Reserve Bank of the United States. Bank charges incurred by the repayment of amounts due to Vital Strategies shall be borne entirely by the Subgrantee.
- 7. FINANCIAL REPORTING:** The Subgrantee shall provide periodic reports on Grant Funds in accordance with the reporting schedule and requirements found in Annex F.
- 7.1 Account Management:** The Subgrantee shall maintain any funding received under this agreement in a separate account, whenever reasonably possible. At no time shall Subgrantee use any funds received under this agreement for any purpose except those set forth in this agreement and its annexes or as expressly permitted in writing by the Contract Manager.
- 7.2 Right to Audit:** The Subgrantee shall establish and maintain a reasonable accounting system that enables Vital Strategies to readily identify the Subgrantee's assets, expenses, costs of goods, and use of funds. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Subgrantee. Such records shall be made available to Vital Strategies during normal business hours at the Subgrantee's office or place of business and subject to a five-day written notice.
- 8. INTELLECTUAL PROPERTY:**
- 8.1** Vital Strategies is not transferring its intellectual property or any rights therein to the Subgrantee or any of its collaborators or subcontractors.
- 8.2** Upon completion of all payments provided herein, all work described in the Scope of Work and Annex B shall be the property of Vital Strategies freely and without encumbrance.
- 8.3** Notwithstanding this Section, the parties may agree in writing to authorized uses by the Subgrantee of the work described in the Scope of Work and Annex B.
- 9. WARRANTIES AND REPRESENTATIONS:** The Subgrantee warrants and represents that it has full right, power, legal capacity, and authority to enter into this agreement and to carry out all of its terms. The Subgrantee further warrants and represents that the signatory is a duly authorized representative with full powers to sign this agreement on its behalf. The Subgrantee will ensure all aspects of the work to be performed pursuant to this agreement will conform to Vital Strategies' standards and meet all deadlines specified in this agreement and its annexes. The Subgrantee warrants and represents that any and all materials submitted under this agreement are not and have never been published in any format with any organization that may still own proprietary rights to the materials. The Subgrantee warrants and represents that any and all materials are not currently in the public domain. If any part of the materials have been copyrighted, an original letter of permission from the copyright holder to use the work shall be submitted to Vital Strategies.



**10. LIABILITY AND INDEMNIFICATION:**

- 10.1** Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Subgrantee or of anyone else, occasioned by, or in any way attributable to the Subgrantee under this agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.
- 10.2** The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.
- 10.3** SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

**11. DEFAULT AND TERMINATION:**

- 11.1** This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party.
- 11.2** Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.
- 11.3** If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 13.
- 11.4** If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.
- 11.5** If this agreement is terminated by Vital Strategies pursuant to any of the paragraphs of this Section, the Subgrantee is entitled to reimbursement for amounts expended or obligations duly incurred for a period no longer than 30 days following the date of termination that cannot be cancelled after the Subgrantee has used its reasonable efforts to do so.
- 11.6** Upon termination of this agreement, Vital Strategies shall cease to have any obligation to make any payment to the Subgrantee in respect of the costs incurred by the Subgrantee



after the date of termination. If applicable, the amount of any excess cost paid to the Subgrantee shall be recognized as being a debt due to Vital Strategies.

- 12. NO AGENCY OR JOINT VENTURE:** The parties are independent, and this agreement shall not be construed to impose an agency relationship, employment relationship, or joint venture between the parties.
- 13. CONFLICT OF INTEREST:** The Subgrantee confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work or the Grant Funds under this agreement. The Subgrantee shall notify Vital Strategies immediately upon discovery of a conflict of interest.
- 14. CONFIDENTIALITY:** The Subgrantee shall treat as confidential, for this agreement period and thereafter, any non-public information to which the Subgrantee becomes privy as a result of acting under this agreement (that information, the "**Confidential Information**"). The Subgrantee shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The Subgrantee shall keep the Confidential Information secure using reasonably accepted methods of security and protection based on the form of the information. This Section shall survive termination of this agreement.
- 15. NON-EXCLUSIVITY:** Vital Strategies and the Subgrantee do not have an exclusive relationship. Vital Strategies shall be free to select other subgrantees to provide subgrants under this project. The Subgrantee also retains the ability to conduct work on behalf of and receive grants from other parties subject to the limitations set out in Section 18.
- 16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
- 17. FORCE MAJEURE:**

  - 17.1** If any party hereto is prevented or delayed from performing its obligations under this agreement as a result of an overwhelming event caused by forces of nature or acts of people which cannot be anticipated or controlled (such event or act, a "**Force Majeure**"), such prevention or delay shall not be considered as a breach of this agreement and that party shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.
  - 17.2** In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. If the proper execution of the Scope of Work and this agreement is prevented or delayed due to Force Majeure beyond 30 days, either party shall be entitled to terminate this agreement with five days' notice.
- 18. TOBACCO AFFILIATION:** The Subgrantee, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler ("**These Industries**"), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, "**These Affiliates**"). The Subgrantee currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this



clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.

- 19. HARASSMENT:** Vital Strategies does not tolerate harassment of any kind by its workforce or those it works with. The Subgrantee has an anti-harassment policy in place or agrees to abide by the provisions of Vital Strategies' harassment policies, which can be provided by the Contract Manager.
- 20. AMENDMENT, MODIFICATION, WAIVER:** This agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under this agreement unless expressly stated. Not exercising a right under this agreement or only partially exercising a right under this agreement shall not be construed as a waiver of that right.
- 21. GOVERNING LAW, JURISDICTION, VENUE:** This agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City, for the purpose of any legal proceeding relating to or arising under this agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.
- 22. COMPLIANCE:** The Subgrantee will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Asset Control ("OFAC") sanctions. The Subgrantee will comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all applicable international and local country anti-bribery and anti-corruption laws. The Subgrantee will not pay any Grant Funds to, or on behalf of, any U.S. government official.
- 23. LOBBYING:** The Subgrantee shall not engage in political campaigning or lobbying, as defined in Section 4911 of the Code, under this agreement.
- 24. ASSESSMENT AND MONITORING:** The Subgrantee agrees to provide information requested by Vital Strategies as part of its assessment and monitoring of the Subgrantee's ability to fulfill the requirements of this agreement. Any unreasonable withholding of information or falsification of information shall be considered a breach of this agreement.
- 25. PUBLICITY AND ANNOUNCEMENTS:** Each party agrees not to use the other party's name or other marks in any advertising or other form of publicity without the other party's prior written consent.
- 26. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Subgrantee is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via [vitalstrategies.org](http://vitalstrategies.org).



The parties are signing this agreement on the date set forth in the introductory clause

**WASHTENAW COUNTY**

DocuSigned by:  
*Gregory Dill*  
0882009D1DA84F8  
Name: Gregory Dill  
Title: County Administrator

**VITAL STRATEGIES, INC.**

DocuSigned by:  
*Adam Karpati*  
0CE23FC8207B40D  
Name: Adam Karpati  
Title: Senior Vice President, Public Health Programs



## **Annex A** General Description of Project

**Project title:**

Washtenaw County Criminal Justice Initiatives: Probation Behavioral Health and Law Enforcement Assisted Diversion (LEAD)

**Project dates:**

March 12, 2021 - September 30, 2021

**OPP Technical Intervention Category:**

- Enhance care coordination across settings
- Prevent or eliminate social penalties for substance use
- Offer alternatives to arrest, such as police-assisted diversion, for drug-related charges

**Partner (Subgrantee):**

Washtenaw County Sheriff's Office

**Problem statement:**

From 2011 to 2018, Washtenaw County has seen a significant increase in the number of opioid-related overdose deaths, reaching a high of 80 deaths in the past year. There has also been a stark increase in death among females and the African-American population, both doubling from 2017 to 2018.

*LEAD*

The county has already begun to implement several strategies aimed at strengthening the criminal justice system's response to the overdose crisis. In doing so, staff have realized the urgent need for pre-booking diversion strategies that address upstream, root causes of the overdose epidemic. Therefore, the county is prepared to implement a LEAD program that targets low-level offenses, including drug-related charges.

*Probation*

As part of a jail program evaluation and the work of the Diversion Council, the Washtenaw County Sheriff's Office (WCSO) has identified probation violations as one of the top five charges booked into the Washtenaw County Jail since 2010. Of these violations, technical violations are the primary charge. Given that people who use drugs are especially vulnerable to overdose upon release from jail, addressing substance use as a significant driver of probation violations and subsequent jail admission is an important strategy to reduce overdose deaths.

In Washtenaw County, Probation Agents have not traditionally been trained to provide case management to people with substance use disorder (SUD). Furthermore, probation case load sizes in Washtenaw County restrict the ability to provide intensive support as part of community supervision. Individuals with behavioral health issues often violate terms of community supervision due to substance use, a lack of natural or community supports, and inaccessibility of treatment.

**Opportunity:**

*LEAD*

Washtenaw County has significant existing investment in infrastructure to support diversion and deflection activities by law enforcement, much of which has been implemented by the Washtenaw County Diversion Council with funding from the mental health millage. The Washtenaw County





Sheriff's Office has had training on intervening in crisis situations and maintains close partnerships with community SUD and harm reduction providers, and Washtenaw County CMH. The CMH operates a crisis intervention facility that can accommodate 24/7 intakes for individuals referred by law enforcement. The Washtenaw County Sheriff and the Director of Community Engagement have engaged the majority of the county's 11 police departments around participating in LEAD-based diversion activities. Washtenaw County's new prosecutor has also expressed commitment to diversion and deflection for substance use related offenses, and upon entering office in 2021 plans to partner with the WCSO to fully implement LEAD.

Currently, WCSO requires a LEAD project coordinator to formalize program criteria, establish workflows and referral systems, liaise across agencies and with community partners, and implement activities to promote the adoption of LEAD across the county. Additionally, the Washtenaw County Prosecutors Office requires a dedicated LEAD prosecutor to ensure the office can track and accommodate activities related to LEAD.

An interdisciplinary, pre-booking diversion program in Washtenaw County will decrease the rate of arrests, recidivism, and jail length of stay related to drug use, decrease ER visits, hospitalizations, and overdose deaths, and increase treatment engagement, harm reduction supports, and continuity of care related to drug use.

The Washtenaw County Diversion Council will serve as the advisory body for the development and implementation of the program. The council includes representatives from the courts, Community Mental Health, law enforcement, treatment providers, people with lived experience, the public defender, and the prosecutor's office.

#### *Probation*

In an effort to reduce the number of individuals incarcerated due to technical violations including technical violations due to substance use and other unmet behavioral health needs, the WCSO created a Behavioral Health Specialist (BHS) position that is currently being grant funded by the Michigan Department of Corrections and the Public Safety/Mental Health Millage to support a part time staff member who focuses on felony probationers. This part time position has seen some success in reducing probation violations resulting in jail time for participants. With the program now established, the Washtenaw County Sheriff's Office would like to expand the program to include District Court probationers and peer support work alongside the BHS. The full-time BHS will provide intensive case management support to both District and Circuit Court probationers with behavioral health challenges and help remove barriers and facilitate access to community treatment and supports. Funding this initiative will further reduce recidivism rates related to substance use, reduce the number of technical violators incarcerated in the Washtenaw County Jail (WCJ), increase engagement in SUD treatment and community supportive services prior to violating probation terms, and increase peer engagement and support for people who use drugs as part of community supervision.

Probation Agents can refer probationers to the BHS to address barriers to compliance and successful community supervision, and to facilitate connection to community resources related to substance use. In addition to this enhanced case management, behavioral health training specific to community supervision, substance use, mental health, and community resources will be designed and offered to all Judicial Officers and Probation Agents to support the use of alternatives to incarceration.

The Washtenaw County Sheriff's Office will serve as the advisory body for the development and implementation of the program and is committed to using funds from the Mental Health Public Safety Millage to support continued programming and services to sustain this program.



**Partner expertise:**

The WSCO stands out among law enforcement statewide as a champion in the area of mental health, substance use disorders and the overdose crisis. These proposed initiatives reflect WSCO's commitment to treat and support rather than incarcerate individuals with mental health or addiction issues who come into contact with the criminal justice system. Over the past several years the WSCO Corrections Division has expanded its services in the areas of mental health and substance use disorders both in the jail and as part of re-entry, and has established partnerships with local treatment providers that support meeting an individual "where they are" in their treatment goals and provides enhanced opportunity to engage in services for those who need long-term support. In light of its commitment to approaching substance use as a public health issue and its determination to build capacity to help individuals access appropriate health services, the WSCO is an ideal partner to implement these initiatives.



**Annex B**  
Scope of Work

**Project:**

Washtenaw County Criminal Justice Initiatives: Probation Behavioral Health and Law Enforcement Assisted Diversion (LEAD)

**Funder:** Vital Strategies

**Subgrantee:** Washtenaw County Sheriff's Office (WCSO)

**Activity Dates:** March 12, 2021 – September 30, 2021

**Project Overview:**

This project will include four (4) activities:

1. Staffing to Coordinate the Probation Behavioral Health Initiative and the LEAD program
2. Reduction in Jails Admissions due to Technical Violations Related to Drug Use
3. Plan a pre-booking diversion program (LEAD) in Washtenaw County
4. Implement a pre-booking diversion program (LEAD) in Washtenaw County

Activity 1: Staffing to Coordinate the Probation Behavioral Health Initiative and LEAD	
Objectives	<ul style="list-style-type: none"> <li>• Provide dedicated staff to coordinate Probation Behavioral Health Initiative and LEAD</li> <li>• Provide supportive case management to misdemeanor and felony probationers who use drugs</li> <li>• Divert individuals who use drugs away from the criminal legal system and into comprehensive range of harm reduction, treatment, and other supports</li> <li>• Increase engagement in treatment and community supportive services</li> <li>• Increase in peer engagement and support as part of community supervision</li> </ul>
Partner responsibilities	<ul style="list-style-type: none"> <li>• Convert Behavioral Health Specialist to full time</li> <li>• Recruit and hire LEAD Program Coordinator</li> <li>• Recruit and hire LEAD Prosecutor</li> <li>• Recruit and hire peers</li> <li>• Provide essential orientation and training to new hires regarding WCSO, prosecutor's office, county jail systems, and service delivery pathways</li> <li>• Behavioral Health Specialist provides case management services including assessment, planning, linkage, and follow up to an average case load of at least 35 probationers</li> <li>• Behavioral Health Specialist facilitates voluntary linkage and referral to the following services and supports: SUD treatment and harm reduction, physical and behavioral health, housing and employment assistance, transportation, benefits access and enrollment, etc.</li> <li>• Behavioral Health Specialist supervises peer workers and supports peer engagement leadership development</li> </ul>



	<ul style="list-style-type: none"> <li>• LEAD Program Coordinator is responsible for implementing and supervising LEAD's day to day operations</li> <li>• LEAD Program Coordinator will coordinate system partners, continue the design and implementation of LEAD, assist with community engagement and education as it relates to LEAD, and grant coordination.</li> <li>• The LEAD Prosecutor will be responsible for overseeing all cases that have been diverted through LEAD. The LEAD Prosecutor will track the progress of the individual cases that have been diverted, and will also work to ensure coordination within the Prosecutor's Office to ensure coordination of any cases involving individuals who have been diverted into LEAD activities. The LEAD Prosecutor will also be the designated representative from the Prosecutor's Office to coordinate with law enforcement, probation, treatment providers, and community stakeholders regarding LEAD and the implementation of the LEAD program.</li> <li>• In cooperation with Vital Strategies and its partners, determine appropriate service and client monitoring and surveillance activities to enable robust assessment of Initiatives' impact</li> </ul>
Vital Strategies support	<ul style="list-style-type: none"> <li>▪ Fund staff position for full-time Behavioral Health Specialist</li> <li>▪ Fund salary for two Peer Workers</li> <li>▪ Fund salary for LEAD Program Coordinator</li> <li>▪ Fund salary for LEAD Prosecutor</li> <li>▪ Provide technical assistance and mentorship for various staff</li> </ul>
Deliverables (timeframe)	<ol style="list-style-type: none"> <li>1. Complete employment contract for Behavioral Health Specialist (April 1, 2021)</li> <li>2. Complete employment contract for LEAD Program Coordinator (April 1, 2021)</li> <li>3. Complete Employment Contract for LEAD Prosecutor (April 1, 2021)</li> <li>4. Complete employment contract for two peers (April 1, 2021)</li> </ol>

Activity 2: Reduction in Jails Admissions due to Technical Violations Related to Drug Use	
Objectives	<ul style="list-style-type: none"> <li>▪ Improve capacity and operation of the Washtenaw County community corrections to reduce jails admissions due to technical violations related to drug use</li> <li>▪ Facilitate development of model that can be replicated in other jurisdictions</li> <li>▪ Increase awareness and buy-in for Probation Behavioral Health Initiative among core stakeholders, including judicial officers, probation agents, prosecutors, public defenders, and specialty courts</li> <li>▪ Enhance stakeholder understanding of substance use disorder, principles of harm reduction, and evidence-based public health strategies to reduce overdose and promote public safety</li> </ul>
Partner responsibilities	<ul style="list-style-type: none"> <li>▪ Fully implement and codify protocols and SOPs in support of Probation Behavioral Health Initiative, including                             <ul style="list-style-type: none"> <li>○ Eligibility criteria (individual and programmatic)</li> <li>○ Identification and assessment of eligible individuals</li> <li>○ Program enrollment</li> <li>○ Program services</li> <li>○ Peer roles and responsibilities</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>▪ Solicit and incorporate input from experts and key stakeholders on draft protocols and SOPs</li> <li>▪ Work with Vital Strategies to encourage participation in National Harm Reduction Coalition trainings on harm reduction and overdose prevention</li> <li>▪ Engage in stakeholder outreach activities to maximize participation in the trainings</li> </ul>
Vital Strategies support	<ul style="list-style-type: none"> <li>▪ Provide for expert consultation (external consultant contract) as needed throughout the process of developing policies, protocols, implementation plan</li> <li>▪ Provide access to National Harm Reduction Coalition trainings and help facilitate post-training discussion</li> <li>▪ Facilitate connections with local harm reduction providers</li> <li>▪ Coordinate with program evaluation partners such as Johns Hopkins Bloomberg School of Public Health on evaluation activities, including development of performance metrics, as appropriate/needed</li> </ul>
Deliverables (timeframe)	<ol style="list-style-type: none"> <li>1. Complete development of SOPs, policies, procedures, and performance metrics (April 1, 2021)</li> <li>2. Report quarterly to Vital Strategies on initiative's performance, including # of clients served, services accessed, # technical violations, # jail admissions averted, successes and challenges in developing and implementing program, training and stakeholder engagement activities (June-September 2021)</li> </ol>

Activity 3: Plan a pre-booking diversion program (LEAD) in Washtenaw County	
Objectives	<ul style="list-style-type: none"> <li>▪ Effectively plan a law enforcement-assisted diversion pilot program for low-level offenses (e.g. drug charges, sex work charges, retail theft, etc.) to divert from arrest to community-based harm reduction case management, care and other supportive services</li> <li>▪ Engage community stakeholders in the planning and implementation phases of LEAD in Washtenaw County</li> <li>▪ Design program metrics that enable robust evaluation of LEAD in Washtenaw County</li> </ul>
Partner responsibilities	<ul style="list-style-type: none"> <li>▪ Develop LEAD policies, procedures, and program metrics in consultation with LEAD National Support Bureau, Vital Strategies, and community service partners                             <ul style="list-style-type: none"> <li>○ Program metrics should include but are not limited to:                                     <ul style="list-style-type: none"> <li>▪ The procedure for referrals, including the amount of time before the hand-off from officer to a case manager</li> <li>▪ Demographics of participants referred relative to patterns of arrest, prosecution, and incarceration in Washtenaw County</li> <li>▪ Demographics of participants referred relative to patterns of SUD and overdose in Washtenaw County, including disproportionate impact of overdose on women and African Americans</li> </ul> </li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>▪ Eligibility criteria, including exclusions that are having greatest negative impact on program participation</li> <li>▪ Services accessed and participant outcomes, to extent available                         <ul style="list-style-type: none"> <li>• # of participants engaged at various points of interaction by officers, coordinators, and case managers</li> <li>• # of participants diverted from arrest and for what kinds of offenses</li> <li>• types of services offered (including harm reduction and medications for opioid use disorder)</li> <li>• types of services received</li> </ul> </li> <li>▪ Missed opportunities</li> <li>▪ Participant feedback and concerns</li> <li>▪ Community engagement and inclusion</li> <li>▪ Develop community education plan and implementation timeline for increasing community engagement, integrating harm reduction services providers, and addressing racial equity in community inclusion and in assessing eligibility criteria</li> <li>▪ Add Vital Strategies to stakeholders MOU as a funding and technical assistance partner</li> </ul>
<p>Vital Strategies support</p>	<ul style="list-style-type: none"> <li>▪ Fund necessary staff positions</li> <li>▪ Coordinate with program evaluation partners such as Johns Hopkins Bloomberg School of Public Health on LEAD evaluation activities</li> </ul>
<p>Deliverables (timeframe)</p>	<ol style="list-style-type: none"> <li>1. Develop LEAD policies, procedures, and program metrics in consultation with LEAD National Support Bureau and Vital Strategies, with program services being delivered (June 1, 2021)</li> <li>2. Develop meeting plans and timelines for workgroup, community stakeholders, and other key meetings during program planning phase (April 1, 2021)</li> <li>3. Develop a community education plan and timeline for increasing community engagement (August 1, 2021)</li> </ol>

<p><b>Activity 4: Implement a pre-booking diversion program (LEAD) in Washtenaw County</b></p>	
<p>Objectives</p>	<ul style="list-style-type: none"> <li>▪ Reduce arrests and incarceration of people who use drugs</li> <li>▪ Reduce overdose by offering voluntary linkage to community-based harm reduction case management, care and other supportive services</li> <li>▪ Support program sustainability through summary report that describes LEAD program performance and impact</li> <li>▪ The Washtenaw County Community will provide individuals with behavioral health disorders (BHD) and who are suspected of being engaged in low-level criminal behavior, alternatives to citation, arrest, or incarceration.</li> <li>▪ Washtenaw County will experience an annual increase in the number of individuals exhibiting behavioral health disorders who will be evaluated, connected to and receive non-criminal justice system related community support services.</li> </ul>



	<ul style="list-style-type: none"> <li>▪ Community Responders within Washtenaw County will be required to refer persons suspected of low-level criminal offenses and believed to have a behavioral health disorder for clinical assessment and possible diversion/deflection services that provide harm reduction services and resources.</li> <li>▪ Washtenaw County will reduce the number of individuals suspected of low-level criminal offenses in our criminal justice system (jail, court, probation).</li> <li>▪ Washtenaw County will increase equitable outcomes by reducing the disproportionate criminal justice system contacts for African-Americans and other individuals of color with behavioral health disorders that are suspected of low-level criminal offenses within the system (jail, court, probation).</li> <li>▪ Community Responders, service providers and consumers will work collaboratively to ensure that each component of the system designed to support individuals with BHD, operates efficiently and effectively.</li> <li>▪ Washtenaw County LEAD will help create a safe and supportive environment where individuals with behavioral health disorders receive trauma informed, "Do no harm" services from trained community responders.</li> </ul>
Partner responsibilities	<ul style="list-style-type: none"> <li>▪ Document PAD program contacts, referrals, and service linkages to enable evaluation of implementation</li> <li>▪ Provide at least 50 LEAD referrals over project period,</li> </ul>
Vital Strategies support	<ul style="list-style-type: none"> <li>▪ Fund necessary staff positions</li> <li>▪ Coordinate with LEAD National Support Bureau on technical assistance and advisory support</li> </ul>
Deliverables (timeframe)	<ol style="list-style-type: none"> <li>1. Initiate referrals to LEAD program (May 1, 2021)</li> <li>2. Report quarterly on LEAD program implementation (starting June 15, 2021 and ongoing)</li> <li>3. Document at least 50 referrals to the LEAD program (September 30, 2021)</li> </ol>

### Evaluation plan

Vital Strategies may coordinate with the Johns Hopkins Bloomberg School of Public Health (JHU) to conduct an evaluation of program implementation and impact. The Washtenaw County Sheriff's Office agrees to make all program materials, data, personnel, consultants, and subcontractors available to JHU in support of the evaluation activities.



### Summary of deliverables and timeline

Activity	Deliverable	Acceptance criteria	Completion date
1.1-1.4	Complete employment contract for full-time Behavioral Health Specialist, two Peer Workers, LEAD Program Coordinator and LEAD Prosecutor	Share job postings and resumes for final candidates  Attestation to execution of employment contracts	April 1, 2021
2.1	Complete development of SOPs, policies, procedures, and performance metrics for probation behavioral health initiative	Submit SOPs, policies, procedures, and performance metrics as developed  Offer Vital Strategies opportunity to provide feedback	April 1, 2021
2.2	Report quarterly to Vital Strategies on initiative's performance, including # of clients served, services accessed, # technical violations, # jail admissions averted, successes and challenges in developing and implementing program, training and stakeholder engagement activities	See Annex F for reporting schedule	June 15, 2021 and ongoing
3.1	Develop LEAD policies, procedures, and performance metrics	Submit policies, procedures and program metrics as developed  Offer Vital Strategies opportunity to provide feedback	June 1, 2021
3.2	Develop meeting plans and timelines for workgroup, community stakeholders, advisory group, and other key meetings during program planning phase	Submit calendar of planned meetings	April 1, 2021
3.3	Develop a community education plan and timeline for increasing community engagement	Submit engagement plan including timeline	August 1, 2021
4.1	Initiate referrals to LEAD program	Attestation to initiation of program referrals See Annex F for reporting schedule	May 1, 2021
4.2	Report quarterly on LEAD implementation, addressing performance metrics outlined in activity 3.1	See Annex F for reporting schedule	June 15, 2021 and ongoing





4.3	Document at least 50 referrals	See Annex F for reporting schedule	September 30, 2021
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Offices  
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## **Annex C** **Staff List**

### Staff to Include:

- Derrick Jackson, Master of Social Work, Certified Law Enforcement Officer – Director of Community Engagement
- Nancy Hansen, Bachelor of Science Criminal Justice, Certified Law Enforcement Officer – Captain, Police Services
- Renee Wilson, Bachelor of Science Criminal Justice – Director Community Corrections/Correctional Services
- Lisa Gentz,
- Delphia Simpson



**Annex D**  
**Budget**

Summary below, see additional worksheet for details

<b>Name of Organization: Washtenaw County</b>
<b>Project: Washtenaw County Criminal Justice Initiatives</b>
<b>Grant Period: Apr. 1, 2021 - Sept. 30, 2021</b>
<b>Vital Strategies Budget Code: OV-MT-MTSG</b>

<b>Budget Summary</b>	
<b>Budget Category</b>	<b>Amount</b>
<b>A. Personnel</b>	<b>\$ 121,290.00</b>
<b>B. Fringe Benefits</b>	<b>\$ 67,731.00</b>
<b>C. Travel/Meetings/Workshops</b>	<b>\$ -</b>
<b>D. Equipment</b>	<b>\$ 6,734.00</b>
<b>E. Contracts/Consulting</b>	<b>\$ -</b>
<b>F. Advertising/Media/Communications</b>	<b>\$ -</b>
<b>F. Other Direct Costs</b>	<b>\$ -</b>
<b>Total Direct Costs</b>	<b>\$ -</b>
<b>I. Indirect Costs</b>	<b>\$ -</b>
<b>Total Project Costs</b>	<b>\$ 195,755</b>



**Annex E**  
Payment Schedule

In consideration for the work to be performed by the Subgrantee in fulfillment of the obligations described in Section 3 and Annex B, Vital Strategies shall disburse project funds to facilitate payment by the Subgrantee of scope of work activities conducted by project partners:

<b>Accomplished Deliverable</b>	<b>Disbursement Amount</b>	<b>Invoice Date</b>
Signature of contract	\$100,000	Upon contract signature
Completion of Deliverables as follows: <ul style="list-style-type: none"> <li>▪ #4.1 (initiation of referrals) (Due May 1, 2021)</li> </ul>	\$ 50,000	5/1/2021
Submission of Final Report (see Annex F, Due September 30, 2021)	\$ 45,755	9/30/2021

1. The total maximum amount of the agreement shall not exceed U.S. \$195,755 (the total of all payments listed above).
2. No payment shall be made without delivery of a signed invoice and approval by the Contract Manager.
3. All payments shall be made in U.S. dollars and deposited into the account identified by the Subgrantee by submitting information at the following online portal: [Vendor Bank Payment Information Form](#)
4. Any gain or loss related to exchange rate fluctuation shall be borne by the Subgrantee. All bank fees shall be borne by the Subgrantee.
5. Reasonable estimated expenses related to the performance of this agreement must be included in Annex D to be eligible for reimbursement by Vital Strategies. Reimbursement for expenses shall only be eligible for reimbursement upon approval by the Contract Manager prior to the expense being incurred and submission of an invoice after the expense is incurred. All other work fees and expenses, including those for travel and assignments, shall be borne by the Subgrantee unless otherwise specified in Annex D.



## Annex F Reporting Schedule

The Washtenaw County Sheriff's Office will submit reports to Vital Strategies on progress towards the activities and deliverables established in this agreement on a quarterly basis.

### Program Reporting

- WCSO will submit quarterly narrative reports describing progress towards deliverables established in Annex B.
- All reports should include descriptions of highlights, challenges, and any learnings from the quarter
- All reports should include a description of clients referred through the LEAD Program (including geographic and demographic breakout, offenses), services accessed, participant outcomes, and missed opportunities
- All reports should include a description of probationers engaged by the Behavioral Health Specialist (including demographic breakout), services accessed, and participant outcomes
- All reports should include any relevant photos, news clips, press releases, and other media and communication materials developed and disseminated during this time period.

### Fiscal Reporting

Subgrantee will submit quarterly fiscal reports using a reporting template provided by Vital Strategies

### Reporting calendar

Report number	Time period	Submission date
1	March-May 2021	6/15/2021
2	June-September 2021 (final report)	9/30/2021