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COUNTY DEPT: Snohomish County Prosecutor
DEPT. CONTACT PERSON: Michael Held, Chief of Staff
TELEPHONE/FAX NUMBER: 425-388-6357/425-388-6333
PROJECT: Snohomish County LEAD Pilot Program
AMOUNT: Not to exceed \$130,000 annually
FUND SOURCE: HCA LEAD Grant (Contract #K4512)
CONTRACT DURATION: July 27, 2020 through September 30, 2021
unless extended or renewed pursuant to
Section 2 hereof]

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and PUBLIC DEFENDER ASSOCIATION, a Washington nonprofit corporation (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to memorialize the terms by which the County will compensate the Contractor to provide a dedicated Project Manager to develop and direct the day-to-day operations of the County's Law Enforcement Assisted Diversion Program ("LEAD" or "LEAD program").

Under the overall guidance of the Contractor's Director, the Contractor's LEAD Program Liaison will supervise the Project Manager. Contractor shall ensure that Project Manager demonstrates:

1. An understanding of, and a commitment to, LEAD's core principles;
2. Knowledge of the Everett and Lynnwood communities;
3. The ability to clearly communicate core principles and support and advise others with less experience in harm reduction-based social work and in police-social work partnership;
4. A deep understanding of substance abuse disorder, motivational interviewing, and harm reduction strategies;

5. Experience running meetings;
6. Excellent written and verbal communication skills;
7. Self-motivation with strong interpersonal, public speaking and problem-solving skills, and interest in working as a member of a team in a fast-paced, dynamic environment;
8. Interest in criminal justice, homelessness, and/or drug policy reform, and a willingness to approach these with a racial justice analysis;
9. Experience with and knowledge of local homeless services and housing systems;
10. Experience or familiarity with community and human services dynamics and public safety/order issues in Snohomish County communities;
11. Basic computer skills, including the ability to use the internet, email, word processing, and spreadsheets.

A. *Project Manager Job Responsibilities and Duties.* The Project Manager shall manage the implementation and day-to-day operations of the LEAD Program in Snohomish County and ensure that the program management objectives, as set forth in the Washington State Health Care Authority (HCA) contract with the County, are met. The “Schedule A Statement of Work” to that contract is attached hereto and incorporated herein by reference as Attachment A. The Project Manager’s duties shall include:

1. Ensuring that the LEAD Program is managed to achieve expected outcomes that are measurable and which will later be used in the future to evaluate the performance and to ensure accountability for the use of LEAD Program grant funding;
2. Manage regular Operational Workgroup (OWG) meetings and processes;
3. Facilitate the sharing of information with and between OWG partners about program participants’ situation and progress; discuss referral criteria, program capacity, and compliance with LEAD protocols;
4. Coordinate with prosecutors, police, case managers, and community partners on a regular basis and address operational problems as they arise;
5. Coordinate with stakeholders (including law enforcement, service providers, prosecutor’s office, businesses and other community safety advocates) to design and implement LEAD within Snohomish County.
6. Assist in the creation of a LEAD Policy Coordinating Group and manage its operations;
7. Establish referral and intake procedures with the assistance of the LEAD Program Consultant and program partners;
8. Monitor and ensure that the LEAD program has referred and accepted at least 50 participants by September 30, 2021;
9. Work with community groups to understand current public health and public safety needs within Snohomish County; educate community members (including individuals, business community groups, and social service providers) on LEAD functions and operations.
10. Locate grant opportunities; coordinate and submit grant applications to secure future funding for LEAD.
11. Coordinate with the HCA in evaluation process and ensure that partners are meeting the program’s data collection requirements;
12. Ensure that law enforcement stakeholders and case managers are meeting data

collection requirements established in coordination with the PDA Technical Assistance Team.

13. Submit a monthly LEAD Progress Report, Monthly Data Collection Report, Minutes and agendas detailing all Snohomish County LEAD advisory board/Policy Coordinating Group and Operational Work Group meetings, along with any other pertinent documents to the HCA Contract Manager;
14. Work with the Public Defender Association and program partners (Evergreen Recovery Center, Lynnwood Police Department, and Everett Police Department) to identify and pursue training opportunities.
15. For additional and duties and responsibilities, see Attachment A (Section 3.6 "LEAD Program Manager Responsibilities" in the Schedule A to Snohomish County's Client Services Contract with the HCA); and Attachment B (see the LEAD Project Manager Job Description) both of which are appended hereto.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall govern services from July 27, 2020, (the "Effective Date") and shall terminate on September 30, 2021;

3. Compensation.

A. *Services.* The County will reimburse the Contractor monthly, upon submission of an invoice for all salary and benefits paid to the Project Manager. The Project Manager will be paid the salary agreed with the County, so long as the total cost of wages, benefits and administration incurred does not exceed the amount agreed in this contract.

B. *Overhead and Expenses.* The Contractor's compensation for services includes overhead and reimbursable expenses..

C. *Invoices.* Upon completion of the work, the Contractor shall submit a properly executed invoice to the County indicating that all of the work has been performed and the

amount of the flat fee due from the County. The invoice shall include an itemization of any reimbursable expenses incurred by the Contractor in performing the work, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

D. *Payment.* The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

E. *Payment Method.* In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?
Yes No

F. *Contract Maximum.* Total charges under this Agreement, all fees and expenses included, shall not exceed \$130,000.00 annually for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of

the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. With the exception of data entered into the LEAD program Julota case management software program, and any other data collected or managed that is subject to HIPAA or SAMHSA, any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Michael Held
Title: Chief of Staff
Department: Prosecuting Attorney's Office
Telephone: (425) 388-6357
Email: mhheld@co.snohomish.wa.us

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making

audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

A. *Professional Liability.* The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

B. *All Other Liabilities Except Professional Liability.* To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$2,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which

denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misLEADing information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.]

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or

resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within 30 (thirty) business days' of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon 30 (thirty) business days' written notice to the Contractor for any reason other than stated in subparagraph above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any

Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. This Agreement constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

ATTACHMENT A

to

AGREEMENT FOR PROFESSIONAL SERVICES

Attachment A consists of the “Schedule A Statement of Work” to the LEAD Pilot Site Development contract between the Washington State Health Care Authority (HCA) and Snohomish County, and is attached hereto.

Schedule A

Statement of Work

1. PURPOSE

HCA intends to enter into an agreement with the Contractor for purposes of establishing a LEAD Program that adheres to the Core Principles of LEAD as noted in SSB 5380 and RCW 71.24.589, which indicates that the HCA must partner with the Public Defender's Association-National Support Bureau (NSB) to expand availability of Law Enforcement Assisted Diversion (LEAD) programs statewide.

2. HCA RESPONSIBILITIES

- 2.1. Provide a Contract Manager to monitor all progress under the program; and
- 2.2. Provide timely responses to all inquiries from the Contractor.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. Coordinate with NSB for purposes of receiving technical assistance;
- 3.2. Coordinate with NSB for training on policies and protocols for LEAD referrals and diversion-eligible offences;
- 3.3. Coordinate with NSB to develop a LEAD Program Site Evaluation Plan with the intent of yielding the following results:
 - 3.3.1. Reduction in arrests, time spent in custody, and/or recidivism for program participants;
 - 3.3.2. Increase access to and utilization of non-emergency community behavioral health and/or substance use services;
 - 3.3.3. Reduction in the utilization in emergency services;
 - 3.3.4. Increased resilience, stability, and well-being for program participants; and
 - 3.3.5. Reduction in cost for the justice system in comparison to processing cases as usual through the justice system.
- 3.4. Establish under this Contract a pilot project for LEAD which shall adhere to LEAD core principles recognized by the Law Enforcement Assisted Diversion NSB, the efficacy of which have been demonstrated in peer-reviewed research studies. A major component of this will include the creation of an executive committee that consists of the following members:
 - 3.4.1. Community-based organizations;

- 3.4.2. Local government;
- 3.4.3. Law enforcement;
- 3.4.4. Prosecutors;
- 3.4.5. Public health experts; and
- 3.4.6. Organizations led by and representing individuals with past justice system involvement.

3.5. As a LEAD Pilot Site Contractor must:

- 3.5.1. Accept and follow all guidance provided by the PDA Technical Assistance Team to ensure that the Pilot Site maintains fidelity to the LEAD Model as referenced in RCW 71.24.589.
- 3.5.2. Ensure that the program is managed to achieve expected outcomes that are measurable and will be used in the future to evaluate the performance and to ensure accountability for the use of this funding. As such, the Contractor will work with the HCA to utilize Julota Data collection and case management system.

Because this system is not yet in place and HCA understands that every community's reporting needs will be different, the Contractor's reporting requirements can be flexible, as full utilization of the system will allow for most elements of the required Monthly Data Collection Reports to be either automated or manually generated in little time. The Monthly Data Collection Report will contain the following elements:

- 3.5.2.1. Number of individuals contacted through law enforcement response and/or social contact referrals;
- 3.5.2.2. Number of individuals admitted into LEAD Program;
- 3.5.2.3. Aggregated demographics for individuals admitted, including:
 - 3.5.2.3.1. Race;
 - 3.5.2.3.2. Gender;
 - 3.5.2.3.3. Age; and
 - 3.5.2.3.4. Housing/homelessness status.
- 3.5.2.4. Aggregated intake information:
 - 3.5.2.4.1. Self-reported behavioral health;
 - 3.5.2.4.2. Employment;

- 3.5.2.4.3. Family; and
 - 3.5.2.4.4. Financial information.
 - 3.5.2.4.5. Number of staff contact(s) with participants;
 - 3.5.2.4.6. Number of linkages to services; and
 - 3.5.2.4.7. Criminal justice system involvement.
- 3.5.3. Coordinate with HCA, and any authorized agent, in evaluation required of the LEAD Program for legislative reporting.
- 3.5.4. LEAD Program Manager will ensure that all Subcontractors are meeting the Data collection requirements established in coordination with the PDA Technical Assistance Team. And provide a Monthly Data Collection Report through the agreed upon case management and Data collection system.
- 3.5.5. Directly hire, or contract for the provision of, a LEAD Program Manager within 30 days of the execution of this Contract.
- The LEAD Program Manager will be responsible for directing day to day operations of the LEAD pilot project as outlined in Section 3.6, *LEAD Program Manager Responsibilities*.
- 3.5.6. Create and publish position announcements, or coordinate with partnering behavioral health agency, for the hiring of necessary clinical support positions, to include, but not limited to, the following:
- 3.5.6.1. Clinical Supervisor;
 - 3.5.6.2. Outreach Coordinator; and
 - 3.5.6.3. Case Manager.
- 3.5.7. Directly hire, or contract for the provision of, Full Time Employees (FTE) to cover the functioning of the LEAD Program within 60 days of execution of this agreement. The FTEs could include the following positions:
- 3.5.7.1. Clinical Supervisor;
 - 3.5.7.2. Outreach Coordinator; and
 - 3.5.7.3. Case Manager.
- 3.5.8. Coordinate, schedule, and conduct operational workgroup meetings as needed.

Operational workgroup meetings are for the purposes of coordinating care for LEAD participants and only those participants that have signed and ROI with operational

workgroups members are to be discussed during the workgroup meetings. LEAD Program Manager will ensure the following participants are in attendance:

- 3.5.8.1. Law Enforcement Officers referring to the LEAD Program;
 - 3.5.8.2. Prosecutors considering cases involving LEAD participants;
 - 3.5.8.3. Case Mangers assisting LEAD clients; and
 - 3.5.8.4. LEAD project managers.
 - 3.5.9. Provide referrals to local community agencies for intensive case management services, including but not limited to substance use, mental health, and behavioral health assessment and treatment.
 - 3.5.10. Ensure LEAD referral services begin no later than within 30 days of Date of Execution of this Contract.
 - 3.5.11. Monitor to ensure the LEAD Program has referred and admitted at least 50 individuals by June 30, 2021.
 - 3.5.12. Submit a completed Exhibit A, *LEAD Monthly Progress Report*, to the HCA Contract Manager with each monthly invoice.
 - 3.5.13. Ensure travel per diem, computers, office supplies and all the other supplies and tools necessary to perform defined duties are provided to LEAD staff and/or contracted staff.
- 3.6. LEAD Program Manager Responsibilities

The LEAD Program Manager will be responsible for directing day to day operations of the LEAD pilot project. This will include but is not limited to the following:

- 3.6.1. Provide a detailed program timeline that identifies any anticipated implementation challenges; and an outline of steps that will be taken and the time frame needed to resolve these challenges.
- 3.6.2. Create and execute MOUs to facilitate information sharing;
- 3.6.3. Provide logistical coordination, support, and record-keeping to the local LEAD advisory board and operational workgroup. Meetings will be scheduled as frequently as necessary during the implementation phase. This coordination and support shall include, but is not limited to, the following:
 - 3.6.3.1. Set meeting dates and coordinate presenters and subject matter experts for the LEAD Advisory Board and Steering Board meetings;
 - 3.6.3.2. Work with the PDA Technical Assistance Team to develop and provide an agenda to LEAD Advisory Board members for each meeting;

- 3.6.3.3. Provide all meeting agendas, minutes, and pertinent documents to the PDA Technical Assistance Team and the HCA Contract Manager;
- 3.6.3.4. Meet at least monthly with the PDA Technical Assistance Team to ensure communication and coordination of project;
- 3.6.3.5. Upon request, participate in presentations to key state and local stakeholders on progress; and
- 3.6.3.6. Provide a satisfaction survey to participants, officers, and stake holders within the last quarter of the program. Share the results of the survey with the PDA Technical Assistance Team and HCA Contract Manager.
- 3.6.4. Coordinate, schedule, and conduct LEAD steering committee and advisory board meetings as needed throughout the induction phase of this project.
- 3.6.5. Participate in monthly Technical Assistance (TA) calls with the PDA Technical Assistance Team. This TA will include but is not limited to the following:
 - 3.6.5.1. Create and convene a policy coordinating group;
 - 3.6.5.2. Write policy and protocol around referrals and diversion-eligible offenses and making an MOU for all parties to work together;
 - 3.6.5.3. Trainings on policy and protocol regarding referrals and diversion-eligible offenses; and
 - 3.6.5.4. Establishing intake processes for candidates.

4. DELIVERABLES

DELIVERABLE		DUE DATE	PAYMENT
4.1	Program timeline with implementation challenges and resolutions identified as detailed in subsection 3.6.1.	Within thirty (30) days of the Date of Execution and each month thereafter for the duration of the Contract.	One-time payment of \$50,000.
4.2	Acquire Julota Case Management and Data Collection Software platform. Provide to HCA a letter confirming the agreement of purchase between Contractor and Touch Phrase which shall include the following: 4.2.1 Language detailing the unique programmatic needs of the Contractor's LEAD;	Within thirty (30) days of the Date of Execution	One-time payment, not to exceed \$146,484.

	<p>4.2.2 The agreed upon cost of the software-as-a-service license to be issued to the Contractor;</p> <p>4.2.3 A commitment from both parties to finalize the contract for purchase within 30 days; and</p> <p>4.2.4 Signatures of an Authorized Representative from both parties.</p>		
4.3	<p>Minutes detailing all local LEAD advisory board and operational workgroup meetings.</p> <p>Up to 30 meetings throughout the duration of this Contract.</p>	Meeting minutes due no more than sixty (60) days after each meeting is conducted.	\$2,000 per meeting, not to exceed \$61,000.
4.4	Participate in monthly Technical Assistance (TA) calls with the PDA Technical Assistance Team.	No less than one (1) call per month.	\$10,000 per month, not to exceed \$130,000.
4.5	Clinical support positions filled as listed in subsection 3.5.7.	No later than July 31, 2020	One-time payment of \$50,394.
4.6	Monthly Data Collection Report	Due each month on or before the 15th of the following month.	\$3,000 per month, not to exceed \$40,000
4.7	LEAD Monthly Progress Report	Due each month on or before the 15th of the following month.	\$3,000 per month, not to exceed \$40,000
4.8	Provide staffing necessary to identify, refer, and admit individuals into the LEAD Program, including one Case Manager for every 25 participants admitted into the program.	Ongoing	Up to \$10,000 per month per Case Manager, Clinical Supervisor, and/or Outreach Coordinator, not to exceed \$1,000,000
4.9	Indirect (administrative) costs: Only 10% of direct costs.	Monthly, and no later than 60 days following the Contract end date.	10% of direct costs-up to \$168,000
MAXIMUM TOTAL			\$1,685,878

5. CONSIDERATION.

HCA will authorize a lump sum payment for each deliverable only upon satisfactory completion and acceptance and only for the allowable costs as specified in Section 4, *Deliverables*.

5.1. The maximum dollar amount for this Contract will not exceed \$1,685,878.

- 5.1.1. Cash or-in kind match of 25% required for the initial of \$1,115,309 of expenditures under this agreement.
- 5.2. Administrative fees are not to exceed 10% of the billed expenses and are included as part of the Maximum Consideration.
- 5.3. Source of Funds: General State Funds and Substance Abuse Block Grant.

ATTACHMENT B

to

AGREEMENT FOR PROFESSIONAL SERVICES

The LEAD Project Manager Job Description is attached hereto.

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.**

ATTACHMENT C

to

AGREEMENT FOR PROFESSIONAL SERVICES

Reimbursable Expenses.