

CONSULTANT:	Intermountain Claims, Inc.
CONTACT PERSON:	Cindy Weigel, President
ADDRESS:	PO Box 4367, 8655 W. Emerald, Suite 140 Boise, ID 83711
FEDERAL TAX ID NUMBER/U.B.I. NUMBER:	82-0360635
TELEPHONE/FAX NUMBER:	(208) 323-7571 x1224 *(208) 375-8905
COUNTY DEPT:	Finance
DEPT. CONTACT PERSON:	Sheila Barker
TELEPHONE NUMBER:	425-388-3726
PROJECT:	Work Comp Third Party Administrator
AMOUNT:	\$1,375,000.00
FUND SOURCE:	506--Risk Management
CONTRACT DURATION:	July 1, 2026 through June 30, 2028, 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 Intermountain Claims, Inc., a Idaho corporation registered to do business in the State of Washington (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 provide third party administration of County workers' compensation claims. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 25-0637BC, Third Party Administration, Workers' Compensation.

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 reasonably request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective July 1, 2026 (the "Effective Date") and shall terminate on June 30, 2028 , PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2026 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

B. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3A above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed and the amount of the flat fee due from the County. 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 [SnocoEpayables@snoco.org](mailto:SnocoEpayables@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. Upon termination of this agreement, County shall pay contractor for any services performed prior to the date of termination.

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 shall be based on fees accepted by the parties to this Agreement. All fees and expenses included, shall not exceed \$1,375,000 for the initial term of this Agreement (including 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 therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. 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. It is understood and agreed that Contractor will maintain copies of all file materials to comply with Washington State law.

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: Sheila Barker  
Title: County Risk Manager  
Department: Finance  
Telephone: (425) 388-3726  
Email: <Sheila.Barker@snoco.org>

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 documented 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.

To the maximum extent permitted by law and except to the extent caused or contributed by the 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. It is agreed and understood that each part to this Agreement shall be responsible for their own negligence, including attorneys fees.

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 that are related solely to Contractor's negligence.

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 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 per claim.

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 thirty (30) 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 thirty (30) 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 ninety (90) business days' written notice to the Contractor for any reason other than stated in subparagraph b 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. Contractor may terminate this Agreement at any time by giving the County 90 days' written 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 other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Risk Management  
3000 Rockefeller Avenue, M/S 610  
Everett, Washington 98201  
Attention:     Sheila Barker

and to:                                      Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention:     Purchasing Manager

If to the Contractor:                      Intermountain Claims, Inc.  
8665 W Emerald, Suite 140,  
Boise, ID 83704  
Attention:     Cindy Weigel, President

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the 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. The Contractor was selected through the County's RFP or RFQ identified in Section I. To the extent of any inconsistency among this Agreement, the RFP or RFQ, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP or RFQ and the Contractor's response, the RFP or RFQ shall govern.

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.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.



Schedule A  
Scope of Services

The Contractor shall provide management and administration of all Snohomish County workers' compensation claims, according to the rules, guidelines, and regulations outlined by the Washington State Department of Labor and Industry ("LNI") to include the following:

1. Follow its best practices for claims management services, administrative services, managing the loss fund account, and managing allocated claim expenses, unless they conflict with the terms of the contract or the laws and rules of the jurisdiction.
2. Receive, review, and analyze all petitions for workers' compensation benefits made by claimants.
3. Receive notice of and create files on each claim reported to Contractor and maintain these files for the County.
4. Investigate all claims as required to determine their validity and compensability.
5. Attend regular meetings regarding workers' compensation claims with Snohomish County personnel, or others as requested by the County.
6. Forward copies of the following workers' compensation records to the County's Risk Management Specialist immediately upon receipt:
  - a) Initial reports;
  - b) Status reports and action plans;
  - c) Modified work or return to work correspondence.
7. Determine proper benefits due to claimants on compensable claims.
8. Make timely payment to claimants of benefits due.
9. Recoup benefits paid to claimants in error by the Contractor.
10. Maintain a current database of all workers' compensation claims and claim payments with the capability of granting access to Snohomish County Risk Management staff. This database will be configured to provide County requested reports and Medicare, Medicaid and SCHIP Extension Act (MMSEA) Section 111 data.
11. Maintain workers' compensation claim records and make the same available to the County upon request, including but not limited to:
  - a) Independent Medical Examiners (IMEs);
  - b) Reports from nurse case managers or vocational counselors;
  - c) Closing requests and confirmations.
12. Establish reserves for each claim in a timely manner; review reserves for each claim at least monthly, or as the claim activity indicates.
13. Write initial review, action plan, and outcome goals for each time loss and/or large medical claim and regularly transmit information to Snohomish County Risk Management Specialist.
14. Attend trials and settlement conferences as requested by the County. County authorization shall be obtained prior to all negotiated settlements.
15. Prepare documentation and defense of cases considered non-compensable and assist assigned legal counsel in preparation of cases for hearing, appeals, and/or trial.

Schedule A  
Scope of Services

16. Consult with the County Risk Management Specialist before assigning an attorney to any claim.
17. Advise the County's Risk Management Specialist about assigning case managers, counselors, independent medical examiners, therapists, etc., in a timely manner, as indicated or directed.
18. Provide training and updates to Risk Management staff on recent legal requirements and data management system changes. Provide information to Risk Management staff on changes or proposed changes in legislation, rules and regulations affecting the responsibility of the County.
19. Pursue reasonable subrogation and distribute any recovered sums.
20. Assist and provide guidance and expertise in responding to audits by the state or other inquiries from outside agencies.
21. Assure prompt and proper closure of workers' compensation claims.
22. Maintain an OSHA Log as follows:
  - a) Record and update OSHA reportable exposures and complete log; provide the same to Risk Management Specialist upon request.
  - b) Prepare annual OSHA 300 reports, or equivalent as may apply.
23. Provide the following banking and fiscal management:
  - a) Issue checks for and on behalf of the County from a checking account established in the name of the Contractor as agent of the County.
  - b) Provide the County a weekly detailed accounting of all workers' compensation benefits and allocated loss expenses paid from the checking account with a detailed check register summary included.
  - c) Be responsible for erroneous payments made from the account by their error. Recoup benefits paid to claimants in error by the Contractor. The amount of any such erroneous payments made from the account shall be deducted from administrative fee payments.
  - d) Develop, implement, and maintain physical and electronic security systems and procedures to ensure safeguard of funds in the account and the bank checks. Such procedures will be approved by the County.
24. Provide reporting as follows:
  - a) Provide County, its insurance broker and excess insurers such loss and financial transaction reports monthly, quarterly, annually and as needed for mandatory reporting and as required under the applicable insurance policies.
  - b) Upon County request, provide customized reports of workers' compensation claim information.
  - c) Provide information and assistance as may be reasonably required by the County for preparation and filing of all reports required by the Washington State Industrial Insurance Act and any other applicable law in connection with County's approved self-insured status.

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- d) File with the appropriate state administrative agencies such information as is required by Washington State Industrial Insurance Act and any other applicable law with respect to each claim.
  - e) Provide Self Insurance Electronic Data Reporting System reporting as required by LNL.
25. Electronically interface with the Centers for Medicare and Medicaid Services (“CMS”) to capture and report data in the format prescribed by CMS Specifications
26. Report directly to CMS on behalf of the County as an Account Designee (reporting agent), as such term is defined in the CMS User Guide published on March 16, 2009 (“Account Designee”), or as defined in any more recent CMS User Guide, or equivalent.
27. To the extent the County is the Responsible Reporting Entity (“RRE”) as that term is defined in MMSEA Section 111 as set forth in 42 U.S.C. 1395Y, Contractor will assist the County as follows:
- a) Develop or maintain an electronic interface with CMS to forward the information needed to meet County’s MMSEA reporting obligations.
  - b) As the custodian of the original claims information from which reports are compiled, Contractor will be the authorized Account Designee for the County. As Account Designee, the Contractor will prepare and submit test files to CMS in accordance with the applicable regulations and requirements of the CMS Specifications.
  - c) Prepare the CMS Medicare beneficiary required data files and submit them to CMS or otherwise forward them as required by applicable regulations.
  - d) Establish and implement proper safeguards against unauthorized use and disclosure of the data exchanges for purposes of complying with MMSEA. Proper safeguards shall include, but not be limited to, the adoption of policies and procedures to ensure that the data obtained shall be used solely in accordance with Section 1106 of the Social Security Act [42 U.S.C. 1306], Section 1874(b) of the Social Security Act [42 U.S.C. 1395kk(b)], Section 1862(b) of the Social Security Act [42 U.S.C. 13958y(b)], and the Privacy Act of 1974, as amended [5 U.S.C. 552a]. Contractor will establish appropriate administrative controls to protect the confidentiality of data to prevent unauthorized access to the data provided by CMS. Further, Contractor agrees to grant an authorized representative of CMS and/or County access to facilities where the County’s Medicaid data is stored or kept for purposes of inspecting security arrangements at a mutually agreeable date and time. The purpose of any such inspection will be to confirm that the Contractor is in compliance with all applicable security requirements. Access to the records matched to any records created by the matching process shall be restricted to authorized CMS, Contractor and County employees, agents and/or officials who require access to perform their official duties in accordance with the uses of the information as authorized under Section 111 of the MMSEA and this Agreement. Such personnel shall be advised of (1) the confidential nature of the information; (2) safeguards required to protect the information; and (3)

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the administrative, civil and criminal penalties for noncompliance contained in applicable Federal laws.

28. Be responsible for payment of any and all fines assessed to the County in regard to compliance with the Medicare beneficiary reporting requirements of MMSEA that relate to the negligent acts or omissions of the Contractor except to the extent that:
- a) Such fines or penalties are the direct result of specific direction given by the County and/or its agent or the negligent actions or omissions of County and/or its agent;
  - b) Contractor did not receive information from County that is essential to the performance of the duties set forth herein in a timely manner so as to be able to comply with the terms this Agreement.
29. Contractor will provide the following personnel in the delivery of services to the County:
- a) One designated Claims Adjuster exclusively to manage Snohomish County claims only. This Claims Adjuster shall:
    - i. Initiate and document 3-point contact within forty-eight (48) hours or within two business days of receipt of a workers' compensation claim and advise the claimant of the availability of modified work during the 3-point contact. The Claims Adjuster will document all failed contact attempts.
    - ii. Enter claims in the claims management system within three (3) working days from date of receipt.
    - iii. Advise County Risk Management Specialist when claimant is released to modified or light-duty work within one (1) working day after receiving the release.
    - iv. Coordinate release of claimants to modified work with the County's Risk Management Specialist within five (5) working days of knowledge of time loss.
    - v. On a monthly basis, or more frequently as needed or requested by the County, follow-up with the claimants's physician to obtain a release to regular duty.
    - vi. Prepare action plans for all time loss claims within five (5) working days of notification. Update action plans at least every thirty (30) days or more frequently as needed and enter this information in progress notes.
    - vii. Review all time loss claims at least every twenty-one (21) days. Review any time loss over \$50,000 every fourteen (14) days, document in progress notes and notify the County of any irregularities.
    - viii. On all time loss claims make physician contact at least every thirty (30) days or as requested by the County Risk Manager or Risk Management Specialist.
    - ix. Set time loss claim reserves within ten (10) days of receipt of claim and review reserves every thirty (30) days thereafter documenting in progress notes.
    - x. Advise the County Risk Manager/Risk Management Specialist when claim reserves exceed \$100,000.

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- xi. Report claims or actions promptly to Snohomish County's excess workers' compensation liability carrier per the terms of the policy liability agreement.
  - xii. Set reserves on an "ultimate cost of loss" basis, which includes the total projected expenses and costs associated with a claim.
  - xiii. Assign vocational services to a claimant according to Washington State laws and guidelines.
  - xiv. Notify the County Risk Manager/Risk Management Specialist immediately, both electronically and in writing, of any litigation, regardless of claim reserve amount.
  - xv. Include in the progress notes the following information/documentation: telephone contacts and conversations, written correspondence, investigations, diary reviews, supervisor file reviews, authority requests, authorizations, report summaries, strategy notes, examiner analyses, payment records and changes, delays, denials, and any other information that is material to the proper handling of the claims within a reasonable time from when the information is received, either orally or in writing.
  - xvi. Meet the requirements of WAC 296-15-360 – Certified claims administrator.
- b) The Contractor shall obtain prior approval from Snohomish County Risk Manager before changing the Claims Adjuster.
  - c) The Contractor shall provide a Manager to resolve any issues and serve as or assign a back-up in Claim Adjustor's absence.

Schedule B

**Service Fees**

**MONTHLY SERVICE FEE**

County will pay Contractor each of the following fees:

- A lump-sum flat fee of **\$14,850.00** per month for up to **165** claims received in a contract year

The following services are included in the monthly Service Fee:

**Included Services:** Account Management

**Cost:** Included

Lump sum cost includes all costs for claims management, including, but not limited to, reporting of or to: L&I Annual Report (SIF-7); Public Entity Surety Certification; Occupational Safety and Health Administration (OSHA); Excess Workers' Compensation carrier; Self-Insurance Electronic Data Reporting System (SEIDERS); Medicare, Medicaid, and SCHIP (*State Children's Health Insurance Program*) Extension Act of 2007 (MMSEA).

**July 1, 2026 through June 30, 2027.**

- If more than **165** claims are received in a contract year (July 1, 2026 through June 30, 2027), the County will pay the Contractor **\$960.00** for each additional new claim received beyond 165 claims. This charge for claims received over 165 per contract year continues for each additional contract year, plus the cost-of-living increase referenced below.
- One time Implementation Fee of **\$11,250** (\$8,750 pass through fee from Origami Risk plus \$2,500 for Contractor associated with data conversion and transfer of the open claims and closed claim inventory).
- A one-time fee of **\$250** per open claim transferred to the Contractor at account commencement, July 1, 2026.

**2027-2032 Annual Fee Increase:** Effective one year after the agreement becomes effective, and each year thereafter, Contractor will receive a cost-of-living increase of 4% each year. This increase will apply to the claim fees listed above, specifically the monthly fee and additional fee per claim over 165 each contract year.